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VOL. XLII., No. 39.
The Solicitors' Journal and Reporter.
LONDON, JULY 30, 1898.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE PRINT elsewhere a new Order in Council postponing the commencement of the Land Transfer Act, 1897, to the 1st of November next. We believe that the rules under the Act will shortly be issued, and, if what we hear is correct, it will be found that few alterations have been made in the original draft.

WE PUBLISH elsewhere a draft order as to fees payable in the Land Registry and a set of rules explanatory of the order. A partial table of fees for districts where registration is compulsory is, it will be remembered, given in the second schedule to the Land Transfer Act, 1897, but this table, as well as the whole question of fees, is subject to the rule-making power of the Lord Chancellor, with the concurrence of the Treasury, under section 112 of the Act of 1875. Section 22 (4) of the Act of 1897, however, contains the general instruction that fee orders are to be arranged from time to time so as to produce an annual amount sufficient to discharge the salaries and expenses (including the annual contribution to the insurance fund) incidental to the working of the Acts, and *no more*. Hence any order which is made can for the present only be experimental. The draft order commences by repeating substantially the table contained in the second schedule to the Act of 1897. This gives the fees (*A*) for first registration with a possessory title; and for registration of charges and transfers of land and charges for valuable consideration; and (*B*) for registration of transmissions, and of transfers not for value (including exchanges), notices of leases, and rectifications of the register. The fees under (*A*) proceed from a minimum of 1s. 6d. for land or a charge of the value of £25 to a maximum of £25 for a value of £32,000. Some intermediate figures are, 6s. for £100, £3 for £1,000, £7 for £3,000, and £14 for £10,000. The fees under (*B*) are one-quarter of the above, with a minimum fee of 1s. and a maximum of £5.

THE CHIEF items in the rest of the order are (*C*) for registration of leasehold land on the occasion of the original grant of the lease, and (*D*) for registration of land, whether freehold or leasehold (rule 14), with an absolute or qualified title. Under (*C*) the registry fees depend on the rent—2s. for every £10 of the rent—and on the amount of the premium (if any);

the maximum fee being £10. The fee for registration with an absolute or qualified title is to be three times the fee prescribed for registration of a possessory title, with a minimum fee of £3; but under rule 2, where land is registered with a qualified title only, the registrar may make such abatement (if any) in the fee as he may deem reasonable under the circumstances of the case. Probably, however, as we have already pointed out, it will usually be better in such cases to withdraw the application and register with a possessory title only. Under (*H*) the order contains a set of miscellaneous items, some of which seem needlessly heavy. The work of registering an inhibition, or of annexing conditions to land, or of entering notice of an estate in dower or by the curtesy, is slight, but in each case a fee of £1 is charged. The fee for registering a caution is 10s. But the fees relating to cautions, inhibitions, conditions, and notices are not payable when the entry is made on the first registration of land, or on any registration for which an *ad valorem* fee is payable (rule 11). Rule 6 provides that where a transfer for value and a charge are registered together, only half the fee shall be paid in respect of the charge. Upon a transfer of land subject to a charge, no deduction from the value of the land will be made in calculating the fee, except where the transfer is made to the mortgagee (rule 16). It is to be noticed that the fees payable in respect of any matter involving an inquiry into title are exclusive of the fees of conveyancing counsel, and of any costs or expenses incurred by the registry in regard to the matter (rule 3); but they include mapping done in the registry, and, in districts where registration of title is compulsory, any surveying that may be necessary to enable the land to be identified on the ordnance map (rule 1).

It appears from the report of a solicitor's case, which we give elsewhere, that an important change in the practice under the Solicitors Act, 1888, has been sanctioned by Channell, J. Under section 13 of the Act the Discipline Committee, after hearing an application against a solicitor, have to embody their finding in the form of a report to the High Court, and the report has the same effect as formerly a report of a master; and "the court may make such order thereon as to the court may seem fit." Even, therefore, though the report exonerates the solicitor, and the society consequently takes no further steps, yet the report is before the court, and the court, on the application of any party, is competent to deal with it. This jurisdiction was invoked in *Re Lilley* (1892, 1 Q. B. 759) to obtain an order in favour of the solicitor for payment of his costs by the persons who had unsuccessfully impugned his conduct; and it is clear that, unless such an order could be made, a solicitor might be subjected to very grave injustice. The language of the section, said Lindley, L.J., in the above case, gives the court jurisdiction to make the person who has made the improper charges against the solicitor pay the costs of the inquiry before the committee; and unless the conduct of the solicitor has in some way invited the inquiry, his costs, of course, ought to be paid. This was the view taken also by the Divisional Court in *Re N.* (38 Solicitors' Journal 28), where Wills, J., said that if the solicitor had been guilty of such ambiguous conduct as to justify the application against him, that might be a reason for refusing to give him costs. In both the above cases the solicitor went to the Divisional Court, and thereby necessarily gave publicity to the fact that charges had been, though unsuccessfully, made against him. In the present case the application was made by summons at chambers, and Channell, J., fortunately saw his way to granting the required relief without compelling the solicitor to move in open court. This is a precedent both convenient and just, which we hope will govern the practice in future.

The attempt made during the debate on the report stage of the Criminal Evidence Bill to abrogate the right of reply of the law officers in criminal cases where no evidence is called for the defence very properly failed. To the right itself exception may fairly be taken. In discussing recently its exercise by the Attorney-General in *Reg.* v. *Collins* we referred to some instances of judicial condemnation of the right, and although it would probably be hard to find an example of its oppressive use, it has an aspect of unfairness to the prisoner, and it would be well to get rid of it. But the addition which it was proposed to make to the Bill for this purpose would have only taken away the right in certain cases, leaving it exerciseable in others, and the result would have been very illogical and unsatisfactory. After the strong expression of opinion in the House of Commons adverse to the right it should not, however, be difficult to deal with the question on its merits. All that the Attorney-General can legitimately do in the exercise of the right is really within the province of the presiding judge to do in the course of his summing-up. The most remarkable incident in the debate was the sudden, but fortunately only temporary, adhesion of the Government to the proposal that a prisoner should be permitted to appear before the grand jury. There is a certain plausibility in the idea that a man who has been prosecuted without reason should be able to clear himself at once before the grand jury so as to avoid the indignity of a public trial; but the proposal, had it been carried, would have effected a change in criminal procedure far greater than that already contemplated by the Bill. It is the function of the grand jury to say whether upon the evidence adduced for the prosecution there is a *primâ facie* case against the prisoner, but they could not receive the evidence of the prisoner himself without exceeding their province and inquiring into the absolute truth of the charge against him. It would then be difficult to stop at the prisoner's evidence, and the functions of the grand and the petty jury would become very seriously confused. This danger was seen in time for the proposal to be rejected. The limits on the right of cross-examining the prisoner were also discussed. Under the Bill in its present form the cross-examination as to previous offences is limited to cases in which the prisoner has given evidence of good character, while questions as to previous offences may be put to any witness if the defence is so conducted as to cast imputations on the character of the prosecutor or of the witnesses for the prosecution. The Bill as amended has been read a third time in the House of Commons.

Doubts have been suggested, in the course of some recent correspondence in a daily newspaper, as to the true interpretation of the words "sunset" and "sunrise" as used in section 85 of the Local Government Act, 1888, the enactment which requires cyclists to carry a lighted lamp "during the period between one hour after sunset and one hour before sunrise." To most minds nothing could be clearer than the words quoted; the period is to be calculated with reference to the actual setting and rising of the sun in the place where the cyclist is riding, and this view has been repeatedly acted upon by magistrates and police in administering the statute. But for some ingenious spirits this obvious interpretation of the words is too simple, and it has been suggested that by the aid of the Statutes (Definition of Time) Act, 1880, they are to be read as referring to the times of sunset and sunrise at Greenwich. This Act provides that "whenever any expression of time occurs in any Act of Parliament, deed, or other legal instrument, the time referred [*sic*] shall, unless it is otherwise specifically stated, be held in the case of Great Britain, to be Greenwich mean time, and in the case of Ireland, Dublin mean time." There can be no reason for importing this definition of time into section 85 of the Local Government Act: the Act of 1880 was passed to remove doubts as to whether "expressions of time" related to Greenwich or Dublin mean time, or "to the mean astronomical time in each locality." "Sunset" and "sunrise" are not "expressions of time" within the Act; they are actual physical occurrences which take place at different times throughout the United Kingdom, and the suggested importation of the reference to Greenwich would lead to absurdities. If this definition is to be imported into this provision of the English Local Government Act, it must also be imported into the corresponding provision of the Scotch Act (52 & 53 Vict. c. 50, s. 58), where the words are identical, with the result that the liability of a cyclist for not carrying a light in Orkney would depend upon the hour of sunset at Greenwich upon the evening in question. Had some arbitrary time, such as "eight o'clock," been used instead of

"sunset" in the section referred to, no doubt the Act of 1880 would have applied, but the words actually used are plain, and need no statutory definition to assist their interpretation.

A VERY important judgment was delivered on Saturday last in Court of Appeal No. 2, which settles several questions on the construction of the portion of the Patents, &c., Act, 1883, dealing with trade-marks. In the first place, although section 65, which enacts that "a trade-mark must be registered for particular goods or classes of goods," seems to put no restriction on the goods for which the trade-mark may be registered, yet the Court of Appeal (affirming Mr. Justice ROMER) have decided that a man cannot properly register a trade-mark for goods in which he does not deal or intend to deal, meaning by "intend to deal" having at the time of registration some definite and present intention of dealing in the goods; and, therefore, if a trader registers a mark for goods in which he does not deal either when he applies for the registration or within a reasonable time afterwards, he does so at the peril of having his mark subsequently expunged or varied. Secondly, the Court of Appeal laid it down that, in the 75th section (now section 17 of the Act of 1888), which provides that application for registration of a trade-mark shall be deemed to be equivalent to public use of the trade-mark, public use means use at the time of application, and not subsequent continuous user. Thirdly, the court held that in section 90, which provides for the expunging or varying of an entry on the register on the application of any person aggrieved by (*inter alia*) any entry made without sufficient cause, the words "made without sufficient cause" are not to be read as "made without sufficient cause at the time of registration," so as to be confined to that precise time, and the court laid it down that if an entry is at any time made without sufficient cause, it ought to be treated as covered by the words of the section, which is quite contrary to previous decisions on the subject. It is, therefore, clear that if a man registers a mark for soap, and he does not deal in soap at the date of registration or within a reasonable time afterwards, his registration is bad, and the mark will be expunged on a proper application. But the decision under consideration, although it strikes at the root of one kind of speculative trade-marks, does not apparently cover another kind—*e.g.*, a man who deals in soap registers a trade-mark for soap, he continues to deal in soap, but never uses the trade-mark which he has registered. Is this trade-mark liable to be expunged? The decision under consideration is not a direct authority that it would be.

JERVIS'S ACT provides that when any person is charged before justices with an indictable offence, he shall, after the evidence for the prosecution is completed, be allowed to make a statement. First, however, he must be cautioned that his statement may be used against him. The statement, if made, must be taken down in writing, read over to the accused, and signed by the magistrate. It is then attached to the depositions and transmitted, as part of the depositions, to the clerk of assize or clerk of the peace. Everyone with any experience of our criminal courts knows how often this statement is damaging, if not absolutely fatal, to the prisoner's case. But whether it is damaging to the prisoner's case or not, it is almost the invariable practice for the statement to be read to the jury at the end of the evidence for the prosecution, as part of the case for the Crown. As a rule this is done at the suggestion of the counsel for the prosecution. He certainly has a right to have it read as part of his case, and if it contains anything material, it is clearly his duty to have it read. A case, however, was tried last week at the Nottingham Assizes in which the counsel for the prosecution took a new line. The accused person, who was a married woman, had made a somewhat full statement tending to shew that in whatever she had done she had acted under the coercion of her husband. After the evidence for the prosecution was complete, counsel for the defence asked that the statement should be read as part of the case for the Crown. Counsel for the prosecution, however, objected, and claimed to have the right to either put in the statement or not at his discretion. The judge, however, ordered the statement to be read as part of the case for the Crown. Any other course would have been most unfair, especially in the present state of the law, which closes the mouth of the accused. If the objection of the prosecuting counsel had been upheld, either the prisoner would have lost all benefit from the statement, or else the defending counsel would have had to put it in as part of his case, and so have lost the right of reply, which is so valuable in a criminal case. It seems clearly the intention of Jervis's Act that the statement should be read at the trial, and to read it when adverse to the accused, but to suppress it when favourable, hardly seems consistent with that almost judicial attitude which, according to the most eminent of our judges, is the proper attitude for a prosecuting counsel. Of course when the Criminal Evidence Bill at last becomes law, the statement will not be of much importance; but as the law is at present, it is often of great importance. The counsel for the defence frequently founds his arguments upon it, and would not be at all well-advised in most cases to allow his client to make a fresh statement to the jury.

WE PRINT elsewhere a further letter from our correspondent Mr. LINGARD relating to the legal estate in registered land, in which he discusses our observations, *ante*, p. 647. We will first state our re-considered propositions shortly, and then deal specifically with the points raised in the letter. We submit, first, that registration with an absolute title under section 7 of the Act of 1875 confers a statutory estate. If the legal estate was vested in the applicant, then it is destroyed on registration, and the statutory estate becomes in effect the legal estate. If the legal estate was outstanding in an incumbrancer and the incumbrance is entered on the register, then the legal estate remains vested in the incumbrancer. To hold otherwise would affect the rights of unregistered incumbrancers *inter se*. Thus, suppose on registration there are three mortgages vested respectively in A. (who has the legal estate), B., and C., and that C. has advanced his money without notice of B.'s mortgage, and that B. alone registers his mortgage under rule 118. Now if the registration of the land divests A.'s legal estate, C. will be unable, by taking a transfer of A.'s mortgage, to gain priority over B. Secondly, that under section 30 of the Act of 1875 the registered proprietor has power to transfer free from the old legal estate as soon as the incumbrances entered on the register are discharged from the register, hence a transfer for value on such discharge seems to destroy the legal estate. Thirdly, that the first registered proprietor subject to incumbrances must take a reconveyance of the legal estate if he desires to vest it in himself (the mere vacation of the incumbrance under rules 16 and 170 not being sufficient to get it in), and that when so reconveyed the legal estate will become extinguished in the statutory fee. Fourthly, that registration with a possessory title under section 8 of the Act of 1875 also confers a statutory fee subject to the paramount estates, and that any legal estate which is adverse to the interest of the applicant would be preserved as a paramount estate. If it were otherwise a mortgagee who, by reason of having got in the legal estate, had obtained priority for his incumbrance over that of some other incumbrancer, would suddenly lose his priority by the act of the mortgagor. Fifthly, that a paramount estate becomes extinguished in the statutory fee when it becomes vested in the registered proprietor: Challis R. P., 2nd ed., p. 78. Sixthly, that a transfer for value under section 30 of the Act of 1875 does not pass the estate of the transferor, but confers a new statutory estate on the transferee, the old statutory estate of the transferor being destroyed. Seventhly, that a transfer for value under section 32 has a corresponding effect, but that paramount estates are preserved. Eighthly, that for purposes off the register the last transfer for value on the register will become a root of title, but that persons dealing off the register must inquire as to equities and powers. And, ninthly, that to hold that the legal estate is got in by mere registration will not get over the necessity for inquiry into title for purposes off the register, as it does not follow, for instance, that because the legal estate is vested in the registered proprietor, he has any power to grant a lease.

NEXT, TO reply specifically to the points raised by our cor-

respondent, we submit—(1) That a registered proprietor can convey off the register what is equivalent to a legal fee in virtue of the statutory fee. If the registered proprietor executes a transfer subsequently to a conveyance by him off the register, which is not protected, then the transferee on registration obtains a new statutory estate and the old statutory estate is destroyed, and in effect the estate conveyed off the register is divested out of the original grantee. We admit the force of our correspondent's contention that, under section 49, unregistered estates are to be created "subject to the maintenance of the estate" of the registered proprietor, but we contend that the effect which he desires to give to this qualification is too wide, and that the "estate" there intended is the estate for purposes of registered dealings only. The latter part of section 49 enables "any person, whether the registered proprietor or not of any registered land, having a sufficient estate or interest in such land" to create estates, rights, interests, or equities in the same manner as he might do if the land were not registered. If our correspondent's view is correct, no meaning could be attributed to the word "estates" in this part of the section; the word "equities" would be sufficient to cover his contention; moreover, it would be impossible to create a legal term in registered land, or to create any legal limitations in a settlement. Further, "estate" in the first part of the section may be regarded as "maintained," though it does not remain vested in the registered proprietor. The maintenance of an estate does not necessarily mean that it is inalienable, which it would be, except by registered disposition, if our correspondent's contention is correct; and if our view, above expressed, is correct that a new estate is created on each transfer, then it would be wholly inalienable. True it is that decisions on the Land Registry Act of 1862 must be regarded with suspicion when applied to the Acts of 1875 and 1897, but that in *Re Winter* is, we submit, in point, unless it is assumed that registration, subject to incumbrances, is not the same thing as registration of an equity of redemption. (2) The late Mr. Challis, in his note to section 65 of the Conveyancing and Law of Property Act, 1881 (Conveyancing Acts, 5th ed.), refers to Challis R. P., 2nd ed., p 305. There it will be observed that, though he is doubtful as to the effect of enlargement of a long term, he clearly thinks that a rule of the common law may be suspended by statute. (3) Unless the construction under which the outstanding legal estate is preserved prevails, injustice will be worked as regards existing incumbrances as above pointed out. Further, we fail to understand how the other construction will make the Acts work better either as regards registered or unregistered dealings. If the legal estate is "bottled" on the register, surely it is clear that this will cause grave and unnecessary inconvenience for operations off the register? To conclude, we must thank our correspondent for his contribution to this thorny question, which we apprehend must be decided by the courts before the Acts can be interpreted with any degree of certainty.

SECTION 21, sub-section (2), of the County Courts Admiralty Jurisdiction Act, 1868 (31 & 32 Vict. c. 71), enables proceedings in an admiralty cause to be commenced "in the county court having admiralty jurisdiction in the district of which the owner of the vessel or property to which the cause relates, *or his agent in England*, resides," and the County Court Rules, 1889, provide that, in cases within this enactment, the summons shall be served personally upon such agent unless substituted service be allowed (ord. 39B, r. 16). In the recent case of *The City of Agra*, BARNES, J., held that the "agent" here referred to is an agent for the defendant in relation to the vessel or property to which the cause relates *at the time the service of process is effected*, and that consequently, where, by the loss of the defendant's ship before action brought, such agency has, at the time in question, ceased, the service is bad and must be set aside. This decision, which is one of first impression, seems to be warranted by the language of the enactment above set out. Whether, however, it will be held to apply in the conceivable case of the loss of a ship *not* immediately determining the agency for all purposes, and of the action being commenced before such determination, may well be doubted.

GREAT regret will be felt at the wanton attack made last Monday upon Judge PARRY at the Manchester County Court. The assailant, WILLIAM TAYLOR, was a bailiff, whose certificate the judge had just cancelled for irregularities, and whom he had ordered to pay £10 towards the costs of the applicants. Several shots were fired, two of which took effect, but the wounds, though serious, were happily not fatal, and according to the latest accounts the judge is progressing favourably, and there is hope of a fairly speedy recovery. Assaults upon judges are fortunately rare, and in this country almost unknown. In the High Court there was the attack on Sir GEORGE JESSEL in 1878, which, however, proved harmless, and the county courts, where one would expect to find men's passions less aroused, have a precedent in the attack made on the late Judge BRISTOWE some years ago. Judge PARRY, who formerly practised at Manchester, was appointed to the county court bench in 1894.

THE FINANCIAL RELATIONS BETWEEN COUNTIES AND BOROUGHS UNDER THE LOCAL GOVERNMENT ACT, 1888.

THE decision of the Court of Appeal in *The Mayor, &c., of Thetford* v. *The Norfolk County Council* has set at rest several vexed questions as to the financial relations between counties and boroughs under the Local Government Act, 1888, and in doing so has overruled more than one decision of the Queen's Bench Division.

The Act divides boroughs having separate courts of quarter sessions and not being "county boroughs" into two classes, according to whether their population amounted to ten thousand in the year 1881 or fell below that figure, and each class is separately, and in many respects very differently, dealt with. Section 35 (as its opening words shew) deals exclusively with the class of larger boroughs, and enacts, amongst other things, that in the case of those boroughs "the payment of the costs of assizes and sessions shall be a general county purpose" to which the borough parishes are to contribute. Section 38 applies to boroughs having a population of less than ten thousand in 1881, and contains no such provision as that last referred to. There would, therefore, seem to be little difficulty upon the actual provisions of the statute; in the case of the larger boroughs, the liability to pay the costs of assizes and sessions was transferred from the borough to the county; in the case of the smaller boroughs, their liability was to remain unaltered. The reason for this distinction is not clear, and the precise meaning of the words "costs of assizes and sessions" may not be free from doubt.

In 1891 these sections were considered by STEPHEN and VAUGHAN WILLIAMS, JJ., in *Ex parte The Kent County Council* (1891, 1 Q. B. 389), with reference to the boroughs of Dover and Sandwich, which represented respectively the two classes of boroughs already referred to. The extraordinary result arrived at was that in the larger borough, Dover, the salary of the recorder and other expenses connected with quarter sessions remained payable out of the borough fund, while in Sandwich, a smaller borough, these expenses were thrown on the county. This decision, though based upon a more general consideration of the scheme of the Act than it is possible to indicate in this place, seems to involve a strange misapprehension of the sections (35 and 38) which deal directly with these two classes of boroughs, and it has never been accepted as a satisfactory exposition of the law. In *The Mayor of Thetford* v. *The Norfolk County Council* (1898, 1 Q. B. 141), WILLS, J., declined to follow it. He held that in the case of a smaller borough, the Act of 1888 has not transferred the liability to pay the salary of the recorder and clerk of the peace to the county council, and his view has been upheld by the Court of Appeal. *Ex parte Kent County Council* must therefore be considered as definitely overruled; at least, so far as concerns the part of the decision which relates to the matters at issue in *Thetford* v. *The Norfolk County Council*. It deals with a variety of other matters which did not arise in the latter case.

A further point was decided in favour of the county council by the Court of Appeal in the *Thetford case*, and in it they differed from WILLS, J., in the court below and overruled two

decisions by which he was bound—*Cornwall County Council* v. *Town Council of Truro* (63 L. J. M. C. 60); and *Re Herefordshire County Council and Leominster* (1895, 1 Q. B. 43). This point turned on section 84 of the Act of 1888, the question being whether the salary of the clerk to the borough justices in petty sessions was now payable by the county or by the borough council. The section enacts that "the county council shall pay to the salaried clerks of petty sessional divisions such salaries as may be fixed under the enactments relating to those clerks." Here the difficulty was occasioned by the use of the expression "salaried clerks of petty sessional divisions." Borough petty sessions are held under the Petty Sessions Act, 1849 (12 & 13 Vict. c. 18), and that Act provides that the district for which such sessions are held—viz., the borough—"shall be deemed a petty sessional division within the meaning of any Acts of Parliament already made, or hereafter to be made, having relation to such petty sessions." *Primâ facie*, therefore, it would seem that the enactment in section 84 of the Act of 1888 applies to boroughs as well as to other petty sessional divisions. But against this view it is to be observed that the expression "salaried clerk of a petty sessional division" is used in the Justices' Clerks Act, 1877 (40 & 41 Vict. c. 43), in a manner which clearly confines it to county, and not borough, petty sessional divisions; and section 84 of the Local Government Act, 1888, forms, with section 83, a group of sections under the heading "Officers," and none of the officers dealt with in section 83 are officers in boroughs. MATHEW and CHARLES, JJ., in the *Herefordshire case* (following the *Truro case*) held that section 84 applied to clerks to borough justices, on the ground that, by virtue of 12 & 13 Vict. c. 18, a borough having a separate commission of the peace is a petty sessional division, and is therefore within the words of section 84. WILLS, J., in the *Thetford case* was bound by these decisions and followed them, apparently with approval. The Court of Appeal have taken the contrary view, thus settling in favour of county councils a point of considerable doubt and difficulty.

In connection with the part of the decision which deals with the salaries of the recorder and clerk of the peace of a smaller quarter sessions borough, it may be pointed out that if any such borough desires to sacrifice its dignity to considerations of economy, a way is opened by section 38 (7) of the Act of 1888, under which it may present a petition to the Queen in Council for a revocation of the grant of quarter sessions, and in this way escape the liability to pay these salaries in the future—subject, of course, to making compensation to any existing interests which would be affected.

THE LAND TRANSFER RULES.

XII.

Part IV.—Minor entries in the register (continued).—Determination of a lease.—An expired lease which is noted on the register as an incumbrance is to be cancelled on the application of any person interested (rule 172). This supplements the defective provisions of the Act of 1875, which enabled the notification of the determination of leases of registered leasehold land only (section 20).

When a lease expires by merger, surrender, or re-entry the registrar is to inquire into the title off the register before cancelling the lease (rule 174). Where the lessor has recovered possession by legal process for non-payment of rent, the registrar should not, we conceive, cancel the lease until the expiration of six months, the period allowed under 4 Geo. 2, c. 28, during which the lessee may apply for relief. Where the lessor has peaceably re-entered for non-payment of rent, query whether the registrar may vacate the lease on account of such re-entry: *Howard* v. *Fanshawe* (1895, 2 Ch. 581).

Restrictive covenants.—The provisions of the Acts and Rules as to restrictive covenants are of considerable importance, and we will deal with them somewhat at length.

Section 84 of the Act of 1875 is as follows:

> Where any land is about to be registered, or any registered land is about to be transferred to a purchaser for valuable consideration, there may be registered as annexed thereto, subject to general rules and in the prescribed manner, a condition that such land or any specified portion thereof is not to be built on, or is to be or not to be used in a particular manner, or any other condition running with or capable of being legally annexed to land, and the first proprietor and every transferee, and every other person deriving title from him shall be deemed to be affected with notice of such condition; nevertheless, any such condition may be modified or discharged by order of the court, on proof to the satisfaction of the court that such modification will be beneficial to the persons principally interested in the enforcement of such condition.

This is amended as follows by the Act of 1897:

> Conditions may be annexed to land at any time, and the section shall apply to any restrictive condition capable of affecting assigns by way of notice.

The burden of a [negative] restrictive covenant in equity devolves on purchasers who take with notice thereof: *Tulk* v. *Moxhay*, 2 Ph. 774; hence an entry of a restrictive condition under the above section will give the transferee of the land notice thereof, and so bind him in equity. Restrictive conditions must be so framed as to be clear and intelligible when placed on the register without reference to any document or matter of law or fact which does not appear thereon (First Schedule, Form 32). Only restrictive covenants are to be registered. Covenants to expend money or to do any work on the land cannot be registered, and should be made the subject of separate agreement: (*ib*); though notice of a right of re-entry for enforcing such a covenant may be entered on the register: see section 18 of the Act of 1875, last paragraph, as amended by the Act of 1897, First Schedule.

The benefit of a restrictive covenant may be entered in the property register (rule 3), but the benefit of the covenant will not in some cases pass with land unless expressly assigned: *Renals* v. *Cowlishaw* (9 Ch. D. 125, 11 Ch. D. 866); *Everett* v. *Remington* (1892, 3 Ch. 148); hence, unless the form of transfer may be varied to include the benefit of the covenant, an assignment will be necessary off the register. A purchaser of registered land entitled to the benefit of a restrictive covenant must, either by searching the back transfers or by investigation of the title off the register, satisfy himself that he gets the benefit of the covenant.

It may be that rule 3 is, as regards the benefit of a covenant, only intended to be used where, as is sometimes provided in a building scheme, the owner of each plot comprised in the scheme is to have power to enforce the covenants whether expressly assigned or not. On first registration with an absolute title, if conditions are to be annexed, they are to be stated in or delivered with the application (rule 26).

The last paragraph of the section of the Act of 1875 above set out seems to confer a wider jurisdiction on the court to modify or discharge the restrictive covenants than that exercised in *Duke of Bedford* v. *Trustees of British Museum* (2 M. & R. 552); and see *Knight* v *Simmonds* (1896, 2 Ch. 294).

Entry restraining a disposition by a sole surviving proprietor.—Section 83 (3) of the Act of 1875 contained provisions enabling joint proprietors with their consent to make an entry on the register to the effect that when the number of such proprietors should be reduced below a certain specified number no registered disposition should be made without an order of the court. These provisions are amended by the Act of 1897, and the entry is made compulsory unless the registrar is satisfied that the joint proprietors are entitled for their own benefit, and the registrar is given power to make the order, in place of the court, after an inquiry into title. These provisions were designed for the protection of the beneficiaries against a sole surviving trustee.

By the rules, however, an entry under section 83 (3) of the Act of 1875 need not be made where evidence is produced that a sole surviving trustee has power of disposition (rule 176). We conceive, therefore, that in practice an entry will rarely be made under section 83 (3) of the Act of 1875: see Trustee Act, 1893, s. 22, which provides for the survivorship of trusts and powers, and compare Settled Land Act, 1882, s. 39 as to payment of capital money to not less than two Settled Land Act trustees unless the settlement either expressly or impliedly (as in *Re Garnett Orme & Hargreave's Contract*, 25 Ch. D. 595) authorizes the receipt of one trustee. If Settled Land Act trustees (though having no express powers of sale) are to be registered as proprietors of leasehold settled land (as to which,

query), then an entry under section 83 (3) of the Act of 1875 would in that case appear to be proper if the settlement did not enable a sole trustee to give a receipt. The form of entry is provided for in the First Schedule to the rules: see Form 47.

Entry of value on the register.—On first registration and on subsequent transfer the registrar is, whenever practicable, to enter in the register the price paid or value declared (rule 193). This will give most useful information to intending mortgagees where a formal valuation is to be dispensed with. In order to ascertain the fees payable, the registrar has power to require evidence of value, and in ordinary cases a written certificate of value by a solicitor will be accepted (rule 255).

Part V.—Miscellaneous.— Certificates.—Forms of land and charge certificates are prescribed; the land certificate is to be made up in divisions corresponding to the divisions of the register (rules 2 and 195).

A proprietor may deposit his certificate in the registry, where it will be officially endorsed from time to time: Act of 1897, s. 8 (4) (ii). Whenever delivered out a receipt for it is to be given, and whenever a certificate is deposited in the registry a note to that effect is to be entered in the proprietorship register (rule 196). No new certificate is to be issued unless the existing certificate is delivered up to be cancelled, except in the cases mentioned in the Act of 1897, s. 8 (3), which provides for the issue of a new certificate where the old certificate has been lost or destroyed on proof of the loss or destruction, and the issue of certain advertisements (rule 197). The case of the issue of a new certificate on a sale by a chargee under his power of sale, which is expressly provided for by the Act of 1897, s. 8 (4), seems to have been overlooked by the Rule Committee. It is also submitted that the rules should provide for the issue of a new certificate on a foreclosure order absolute.

The registrar has power (rule 198) to appoint a solicitor to inspect certificates and to endorse the same on behalf of the registry. This we apprehend will be an extremely useful power in the case of dealings in the country.

REVIEWS.

BOOKS RECEIVED.

The Poor Law; comprising the Law Relating to the Poor Law Authorities, the Relief of the Poor (including the Relief of Pauper Lunatics, the Settlement and Removal of the Poor, and the Poor Rate). By JOHN FREDERICK ARCHBOLD, Esq., Barrister-at-Law. Fifteenth Edition. By JAMES BROOK LITTLE, B.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The Factory Acts. By the late ALEXANDER REDGRAVE, C.B., Her Majesty's Chief Inspector of Factories. Seventh Edition. By JASPER A. REDGRAVE, One of Her Majesty's Inspectors of Factories, and H. S. SCRIVENER, M.A. Oxon., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

Licensing Practice (Retail Sales): Procedure, and Evidence in Applications and Prosecutions under the Intoxicating Liquor Licensing Acts (England and Wales); with Statutes and Forms. By O. F. CHRISTIE, Barrister-at-Law. Grant Richards.

The Law of Light and Air. By ALFRED A. HUDSON and ARNOLD INMAN, Barristers-at-Law. Frank P. Wilson; Sweet & Maxwell (Limited).

The Duties of an Arbitrator under the Workmen's Compensation Act; with Notes on the Acts and Rules and Appendices. By A. MOZLEY-STARK, Solicitor. Stevens & Sons (Limited). Price 5s.

CORRESPONDENCE.

REGISTRATION OF TITLE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am much obliged for the prominence given to my letter (*ante*, p. 652) by your editorial observations upon it. There are, however, two or three points raised in those observations to which I wish to reply.

(1) You say that "if a registered proprietor conveys his land by unregistered disposition, the legal estate (if vested in him) passes to the grantee subject to be divested by a registered disposition (see Act of 1875, section 49)." That section, however, contains the qualifying words, "subject to the maintenance of the *estate* and right of such proprietor"; and I submit that this qualification would prevent the legal estate from passing by an unregistered disposition. If this be so, the only safe plan for a purchaser from a mortgagee selling under a mortgage executed before first registration would be to have himself registered (under rule 97) as proprietor in the place of the mortgagor.

The difficulty is that there is no express statutory enactment or rule providing for the vesting of the fee in a *substituted* proprietor, except in the case of a transferee from the registered proprietor, or from the proprietor of a registered charge. What is required is a rule applying section 27 of the 1875 Act to a registered incumbrancer whose mortgage was prior to registration; also similarly applying section 8, sub-section 4, of the 1897 Act, and repealing rule 97 so far as it requires production of the land certificate or office copy registered lease, which it might be difficult, if not impossible, to obtain in the cases to which that rule applies. As for the decision in *Re Winter*, I do not see that it is applicable, being under the Act of 1862, which does not vest the fee in the registered owner. Removal from the register would not of itself divest the fee from the registered proprietor.

(2) You say that the rule against two common law fees existing in the same land may be suspended by force of a statute, instancing section 65 of the Conveyancing Act, 1881, but the late Mr. Challis in his note on that section (Conveyancing Acts, 5th ed.) appears to have held that, by virtue of the rule in question, the enlargement of a term thereunder would have the effect of destroying the estate of the reversioner.

(3) The validity of my contention depends, of course, on the construction of section 8 of the 1875 Act; but I submit that the second construction alluded to in your second article is at least quite as logical as the other one, and should therefore prevail on the other grounds stated. JNO. T. LINGARD.

Manchester, July 21.

[See observations in "Current Topics."—ED. *S. J.*]

APPOINTMENT OF NEW TRUSTEES OF DEBENTURE TRUST DEED.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be much obliged if any of your readers would tell me what the practice is on appointing new trustees of debenture trust deeds as to vesting the trust premises in the new trustees. The usual form of declaration vesting the trust estate in new trustees expressly excludes the legal estate or interest in copyhold or customary lands or hereditaments and lands or hereditaments vested in the outgoing and continuing trustees, or any of them, by way of mortgage for securing money subject to the trusts; and these words are expressly founded on section 12 of the Trustee Act, 1893, which supersedes section 34 of the Conveyancing Act, 1881.

My difficulty is that the whole of the properties which are conveyed to trustees for debenture-holders appear to be expressly within sub-section 3 of section 12, as such properties are of course conveyed by way of mortgage to secure the amount of the debenture stock. If the section does not apply to the case of a debenture trust deed, it appears necessary to have a conveyance of the trust estate, and the convenient method of vesting under the section is inapplicable.

Can any of your readers favour me with any authority bearing on the question? SUBSCRIBER.

July 26.

Mr. Justice Bigham, while sitting as an additional judge of the Chancery Division, disposed, says the *Times*, of forty-three out of the forty-six Chancery witness actions assigned to him.

The Lord Chief Justice of Ireland, in sentencing a prisoner at Wicklow Assizes on Saturday, said he was strongly in favour of the Bill now before Parliament which proposes to allow prisoners to give evidence on their own behalf. He expressed himself in favour of prisoners being cross-examined, and said no judge worth his salt would permit irrelevant cross-examination.

One of the stories told by Judge Parry, who has a keen sense of humour, is, says the *Daily News*, of a Jewish woman who was summoned before him for the non-payment of a week's rent. "Why don't you pay the money?" he asked her. "Last Friday week when I was cooking a rabbit—" she began. "My good woman," interrupted the judge, "never mind the rabbit, but tell me why you didn't pay the rent." "I am telling you," retorted the woman, "if you will only let me. Last Friday week as I was cooking a rabbit, the soot fell down and spoiled the rabbit, and do you think I was going to pay rent for that week?" He tells another story of two Jewish litigants, one of whom offered to bet twenty pounds he was right. Judge Parry turned to the other litigant and asked if he was prepared to make a similar bet, but he replied sadly that he had no money. Later on, however, finding the case going against him, and thinking to strengthen his cause, he cried excitedly, "I will bet ten pounds of my father's money."

NEW ORDERS, &c.

THE LAND TRANSFER ACT, 1897.

ORDER IN COUNCIL.

At the Court at Windsor, the 18th day of July, 1898. Present: The Queen's Most Excellent Majesty in Council.

Pursuant to the 20th section of the Land Transfer Act, 1897, Her Majesty, by and with the advice of Her Most Honourable Privy Council, is pleased to order and declare, and it is hereby ordered and declared, with respect to the county of London, as follows:

Registration of title to land is to be compulsory on sale in the several portions of the county mentioned in the first column of the Schedule hereto, on and after the respective days mentioned in the second column of the same Schedule.

In this Order "parish" means a place for which a separate poor-rate is or can be made, or for which a separate overseer is or can be appointed, and the boundaries of each such parish shall be those constituted and limited at the date of this Order.

This Order may be amended or added to or repealed by Order in Council.

J. H. HARRISON.

THE SCHEDULE.

Portions of the County.	Days on and after which registration of title to land is to be compulsory on sale.
The parishes of Hampstead, Saint Pancras, Saint Marylebone, and Saint George's, Hanover-square	1st November, 1898.
The parishes of Shoreditch, Bethnal Green, Mile End Old Town, Wapping, Saint George's-in-the-East, Shadwell, Ratcliff, Limehouse, Bow, Bromley, and Poplar	1st March, 1899.
The remainder of the County (not including the City of London) north of the centre line of the River Thames, except North Woolwich	1st October, 1899.
The remainder of the County, not including the City of London	1st January, 1900.
The City of London	1st July, 1900.

LAND, ENGLAND.

LAND REGISTRY.

LAND TRANSFER ACTS, 1875 and 1897.

[Draft.]

ORDER AS TO FEES.

Note.—The following fees must be considered in connection with the Rules hereinafter contained.

(A.) For entry of first proprietorship of land with a possessory title; for registration of charges, and transfers of land and charges, for valuable consideration; and for removal of land from the Register:

Value of Land or Amount of Charge.	Fee.
Not exceeding £1,000	1s. 6d. for every £25 or part of £25.
Exceeding £1,000 and not exceeding £3,000.	£3 for the first £1,000, and 1s. for every £25 or part of £25 over £1,000.
Exceeding £3,000 and not exceeding £10,000.	£7 for the first £3,000, and 1s. for every £50 or part of £50 over £3,000.
Exceeding £10,000	£14 for the first £10,000, and 1s. for every £100 or part of £100 over £10,000, up to a maximum of £25 for £32,000.

(B.) For registration of transmissions, and of transfers not for value (including exchanges), notices of leases, rectifications of the Register under the 95th section of the Act of 1875, and entries and corrections under Rules 97 and 117:—

One-quarter of the above fees, according to the capital value of the interest dealt with, with a minimum of 1s. and a maximum of £5.

(C.) For entry of first proprietorship of leasehold land on the occasion of the original grant of the lease; for entry of first proprietorship of freehold land with a possessory title on the occasion of a grant, wholly or partly in consideration of a rent; and for registration of the transferee on a transfer of freehold land on a like occasion:—

(*a*.) In respect of the average rent 2s. for every £10 a year, and

(*b*.) In respect of the premium (if any) the same fee on its amount as above prescribed for a transfer for value of land.

Provided that no greater fee than £10 be paid in any case.

(D.) For entry of first proprietorship of land with an absolute or qualified title:—

Three times the fee prescribed for registration of a possessory title, with a minimum fee of £3.

(E.) For registration of the proprietorship of an incumbrance, prior to registration, and of a transfer or transmission thereof:—

The same fee as for registration of a charge or of a transfer or transmission thereof respectively.

(F.) For a land certificate, or certificate of charge, except where required by the Acts or Rules to be issued free of charge:—

	£	s.	d.
Where the value of the land or charge does not exceed £200	0	10	0
Exceeds £200, but does not exceed £1,000	1	0	0
,, £1,000	2	0	0

(G.) For altering a land certificate to correspond with the Register, except where such alteration is required by the Acts or Rules to be made free of charge:—

Half the fee for a certificate.

	£	s.	d.
(H.) For registering an inhibition	1	0	0
For annexing conditions to land	1	0	0
For entering notice of an estate in dower or by the curtesy	1	0	0
For preparing or settling a statement for the Court ...	1	0	0
For registering a caution or restriction	0	10	0
For alteration or withdrawal of an inhibition	0	10	0
For discharging or altering conditions	0	10	0
For entering a note or notice under the 18th section of the Act of 1875	0	10	0
For an entry negativing or altering implied covenants, powers, priorities, &c.	0	10	0
For examination of a married woman by an officer of the Registry	0	10	0
For comparison of abstracts with deeds, by officers of the Registry—per hour	0	10	0
For entering an additional address for service	0	10	0
For inspection of the Register after removal of land (*a*) if within one year of the removal	0	5	0
(*b*) after one year from the removal	0	10	0
For a certificate of result of official search—per title ...	0	5	0
For alteration or withdrawal of a caution or restriction	0	5	0
For a summons	0	5	0
For inspection of any document not referred to on the Register	0	5	0
For any entry on the Register, for which no other fee is provided	0	5	0
For noting the determination of a lease, or of an estate in dower, or by the curtesy	0	2	6
For taking an affidavit or declaration	0	1	6
For each exhibit thereto	0	1	0
For entering notice of a mortgage by deposit of certificate	0	1	0
For every notice under the Registry stamp	0	1	0
For office copies—per folio	0	0	3
For copies of plans	Such charges, according to time and labour employed, as the Registrar shall from time to time authorize.		

RULES.

1. The above fees include, in the matters to which they relate, all necessary stationery and mapping done in the Registry; the preparation, issue, endorsement, and deposit of certificates wherever such issue, endorsement, or deposit is obligatory; discharges of incumbrances; the filing of auxiliary documents (if any); and all other necessary costs of and incidental to the completion of each registration or transaction. They also include, in districts where registration of title is compulsory, any surveying that may be necessary to enable the land to be identified on the ordnance map.

2. Where an application for first registration with absolute title is completed with a qualified title only, such abatement (if any) in the fee may be made as the Registrar may deem reasonable, under the circumstances of the case.

3. The fees payable in respect of any matter involving an inquiry into title are exclusive of the fees of conveyancing counsel, and of any costs or expenses incurred by the Registry in regard to the matter.

4. Where land, already registered with a possessory title, is to be registered with a qualified or an absolute title; or where land, already registered with a qualified title, is to be registered with an absolute title, the Registrar may make such abatement (if any) in the fee as he shall deem reasonable.

5. The fee for an entry in, or withdrawal from the Register affecting several titles whereof the same person is registered as proprietor, shall be the same as for an application respecting one title only. In other cases an extra fee of 2s. 6d. shall be charged for every title affected after the first.

6. Where a transfer for value and a charge are registered together only half the fee shall be paid in respect of the charge.

7. Where an application is made by post, the fee may be paid by banker's draft, or by postal or post office order, or in Bank of England notes.

8. The fee for the first registration of leasehold land shall include the entry of a notice of the lease against the lessor's title, if registered.

9. When a transfer of freehold land in consideration of a rent, or a transfer by which mines and minerals are dealt with separately, is registered, the fee shall not include the registration of the proprietor of the rent, or of the severed land or mines and minerals respectively, as the case may be, for which a separate fee shall be payable as on a transfer of land.

10. The fee payable for registration of proprietorship of an incumbrance, if made on the first registration of land, shall be reduced to one quarter of the fee above prescribed.

11. The fee for every entry of, and in respect of, a caution, inhibition or restriction, condition, note or notice of any kind, shall not be payable when such entry is made on the first registration of land, or on any registration for which an *ad valorem* fee is payable.

12. The amount of an average rent for the purposes of these fees shall be ascertained in the same manner as for the purposes of Inland Revenue Stamp Duty.

13. Where a charge or incumbrance is also secured on unregistered land as well as on registered land, an abatement in the fee shall be made, proportional to the value of the unregistered land as compared with the value of the whole security.

14. The word "land" includes both freehold and leasehold land, and every hereditament the title to which may be registered under the Land Transfer Acts.

15. When boundaries are to be noted on the Register as accurately defined, such additional charges may be made for mapping and surveying as the Registrar shall in each case direct.

16. Where land is transferred subject to charges or incumbrances, no deduction from the value of the land is to be made in respect thereof, except where the transfer is to a mortgagee, in which case the value of the equity of redemption shall be taken to be the value of the land.

CASES OF THE WEEK.

Court of Appeal.

CORPORATION OF THETFORD *v.* NORFOLK COUNTY COUNCIL. No. 1. 25th July.

LOCAL GOVERNMENT—COUNTY COUNCIL—BOROUGH UNDER 10,000 HAVING SEPARATE QUARTER SESSIONS—COSTS OF SESSIONS—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41) ss. 35, 38, 84.

Appeal by the plaintiffs and cross appeal by the defendants, from the judgment of Wills, J., at the trial of the action. The borough of Thetford contained a population of less than 10,000, and was situate, for administrative purposes, in the county of Norfolk. It had a separate court of quarter sessions, presided over by a recorder, and a clerk of the peace, both of whose salaries before and since the Local Government Act, 1888, were paid out of the borough fund. The borough had also a separate court of petty sessions, and the clerk to the borough justices in petty sessions was paid a salary out of the borough fund. The plaintiffs claimed a declaration that under section 38 of the Local Government Act, 1888, the liability to pay the salaries of the recorder, the clerk of the peace, and the clerk to the borough justices in petty sessions, was transferred to the county council, and they claimed to be reimbursed the salaries so paid by them. Wills, J., refusing to follow the decision of a divisional court (Stephen and Vaughan Williams, JJ.) in *Ex parte Kent County Council and Borough of Sandwich* (1891, 1 Q. B. 389, 39 W. R. Dig. 114), held that the obligation to pay the salaries of the recorder and of the clerk of the peace were not transferred to the county council, but, following the decision in *Re Herefordshire County Council* (1895, 1 Q. B. 43, 43 W. R. Dig. 101), that the salary of the clerk to the justices in petty sessions was so transferred. By section 35 of the Local Government Act, 1888, in the case of the quarter sessions of boroughs, not being county boroughs, containing a population of 10,000 or upwards, the following provisions shall apply: . . . (5) "The payment of the costs of assizes and sessions shall be a general county purpose for which the parishes in the borough may be assessed to county contributions, and all costs of prosecutions mentioned in section 169 of the Municipal Corporations Act, 1882, shall be paid out of the county fund." Section 38 applied to boroughs having a separate court of quarter sessions and containing a population of less than 10,000, but there was no provision similar to that in sub-section 5 of section 35.

THE COURT (A. L. SMITH, RIGBY, and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal and allowed the cross-appeal.

A. L. SMITH, L.J., said that sub-section 5 of section 35 could not be pressed into the service and construed as a general provision not limited to boroughs with a population of 10,000 and upwards. The Legislature had dealt differently with quarter sessions boroughs having a population of 10,000, and quarter sessions boroughs having a smaller population. The smaller boroughs were not without a remedy, because by sub-section 7 of section 38 they could petition Her Majesty to revoke the grant of a court of quarter sessions and also a grant of a commission of the peace. In his opinion the decision in *Ex parte Kent County Council and Borough of Sandwich* was wrong. As regards the salary of the clerk to the borough justices in petty sessions, section 84 of the Act of 1888 did not transfer the obligation of paying his salary on to the county council. That section dealt with salaried clerks of county petty sessional divisions and not with salaried clerks of borough petty sessional divisions. Therefore the plaintiffs were liable to pay the salary of their own clerk to their own borough petty sessions. In his opinion the decision in *Re Herefordshire County Council* was wrong.

RIGBY, L.J., read a judgment to the same effect.

VAUGHAN WILLIAMS, L.J., also read a judgment agreeing with the above, saying that upon consideration he had come to the conclusion that his decision in *Ex parte Kent County Council and Borough of Sandwich* was wrong.—COUNSEL, *Crump*, Q.C., *Rufus Isaacs*, Q.C., and *Le Riche*; *Sir R. T. Reid*, Q.C., and *W. Wills*. SOLICITORS, *Ford, Lloyd, Bartlett, & Michelmore*, for *J. Houchen*, Thetford; *Sharpe, Parker, & Co.*, for *C. Foster*, Norwich.

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* J. BATT & CO.'S TRADE-MARKS.** No 2. 13th and 22nd July.

TRADE-MARK—REGISTER OF TRADE-MARKS—REGISTRATION FOR CLASS OF GOODS IN WHICH THE PERSON REGISTERING DOES NOT DEAL AND HAS NO DEFINITE INTENTION OF DEALING—REMOVAL FROM REGISTER—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), ss. 75, 90—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1888 (51 & 52 VICT. c. 50), s. 17—PRACTICE—APPEAL—JUDGE'S NOTES—APPLICATION TO BE MADE IN GOOD TIME.

This was an appeal by Mr. Kottgen, trading as John Batt & Co., from a decision of Romer, J., who had held that a dealer could not register a trade-mark for classes of goods in which he did not deal, and had not at the time any definite intention of dealing; and who had accordingly ordered John Batt & Co.'s trade-mark to be removed from the register. The case was argued on the 13th of July, and judgment, which was then reserved, was delivered on the 22nd.

THE COURT (LINDLEY, M.R., and CHITTY, and COLLINS, L.JJ.) dismissed the appeal.

LINDLEY, M.R., read the judgment of the court as follows: One trade-mark, No. 27,850, was registered in July, 1882, in the name of J. Batt & Co., for several classes of goods, including class 42. The other trade-mark, No. 72,790, was registered in August, 1888, in the same name, for class 42 alone. Both trade-marks consisted of a butterfly with open wings. Class 42 was as follows: "Substances used as food or as ingredients in food." It includes cereals. Messrs. James Carter & Co., the well-known seed merchants, applied to register a butterfly with closed wings for oats, which were comprised in class 42. The Comptroller refused to register this as there were already on the register the butterflies of J. Batt & Co. for class 42. Thereupon Messrs. Carter & Co. applied to expunge these marks. The main ground for expunging them, and for the decision of the learned judge, was that J. Batt & Co. never dealt in goods in class 42, and were not justified in registering any trade-mark for goods in that class. The appeal was based on two grounds—(1) that the evidence did not warrant the conclusion of fact arrived at by the learned judge, and (2) that, even if the fact was as he stated, such fact was not sufficient to entitle the court to remove the marks from the register. As regards the fact of user, everything depends on the evidence of Mr. Kottgen. He carried on business in the name of John Batt & Co., and he registered the marks in question. He said he was an exporter of and dealer in every kind of goods, including articles of food. But in cross-examination he refused to give any information as to the kind of goods in class 42 which he exported or dealt in. He said in re-examination that he had exported or dealt in confectionery, biscuits, and butter. It came out clearly that he never exported or dealt in oats. But he intended to export or deal in anything he could. His demeanour in the witness-box was such as to lead Romer, J., to say that he was a very unsatisfactory witness, and was not to be relied upon when he spoke of the user of his trade-marks in connection with any goods comprised in class 42. His manager, Greimer, has made an affidavit stating, like his master, that J. Batt & Co.'s business extended to goods comprised in class 42, but giving no instances, and after his master's cross-examination it was not thought necessary to cross-examine Greimer. There was one other piece of evidence of very great importance, which was that J. Batt & Co. had a large number of trade-marks, and that the register contained no less than 169 entries in their name. Stevens, a member of the firm, had offered all these except fourteen for sale, and the fourteen not for sale did not include any registered mark applicable to class 42. Under these circumstances we are unable to come to the conclusion that the learned judge was wrong in his view of the facts. This brings us to the question of law. We will assume that Mr. Kottgen, when he obtained registration of his marks, was a general exporter and dealer, exporting and dealing in goods of various descriptions, but not, in fact, exporting or dealing in goods in class 42, although ready to do so if opportunity offered. We will assume, further, that he has always been, and is still, ready to do so, but that he has not even yet exported or dealt in any goods in that class except confectionary, biscuits, and butter, which exception we will assume in his favour. A question of

law then arises, which may be stated shortly as follows. Can a man properly register a trade-mark for goods in which he does not deal or intend to deal; meaning by intending to deal, having at the time of registration some definite and present intention to deal in certain goods, or descriptions of goods, and not a mere general intention of extending his business at some future time to anything which he may think desirable? This question we answer in the negative. To answer it otherwise will be unduly to strain the language of the Acts relating to trade-marks, and to render those Acts extremely mischievous instead of beneficial to trade and commerce. The Trade-Mark Registration Acts presuppose some business or trade in some kind of goods made, sold, or otherwise dealt with in the way of business. Although section 75 of the Act of 1883 said that "registration of a trade-mark shall be equivalent to public use of the trade-mark" this language, even when in force, did not and could not mean that continued registration was equivalent to continued user. So to construe the language would lead to the irrational conclusion that a man might properly register a trade-mark for any goods he chose, although he carried on no trade or business in them at all. Such a person if properly on the register might then object to anybody else registering that mark (see section 72) without buying him off. Section 75 was addressed to the time of registration; it substituted registration for previous user and reputation gained by it. The corresponding section of the prior Act of 1875 (viz., section 2) was discussed in *Edwards* v. *Dennis*, *Re Edwards' Trade-mark* (30 Ch. D. 454), and the contention that the language of that section meant more than we have stated was emphatically repudiated by the Court of Appeal, although it had found favour in the court below. That decision fairly looked at really governs this case in principle. It is true that in *Edwards* v. *Dennis* the court had to deal with the assignee of a trade-mark; but the rights acquired by his assignor on registration were very carefully examined, and Bacon, V.C., at p. 465, and also Cotton, L.J., on p. 474, and I myself, on pp. 476, 477, all expressed clear opinions that the assignor had no right to register his trade-mark for goods with which he had no concern. Fry, L.J., went less fully into this question, but it is plain that his view was the same (see p. 479). The Act of 1883 must of course be looked at to see whether its language has rendered it necessary to come to a different conclusion on this point, and we have looked at it carefully, but we cannot find that it has. Section 75 of the Act of 1883, on which Mr. Levett based his argument, was repealed by section 17 of the Act of 1888, and that section, which is retrospective, makes "application for registration" instead of "registration" equivalent to public use. This alteration makes it still plainer than before that the public use referred to is not use since registration, but use and reputation at the time of application. Section 65 of the Act of 1883 says that "a trade-mark must be registered for particular goods or classes of goods." This leaves open the question what goods or classes of goods are referred to. Does the section refer to goods or classes of goods which the applicant for a registered mark makes or deals in or intends to make or deal in in the sense above explained, or does it refer to goods or classes of goods which he does not make or deal in, and which he has no definite intention of making or dealing in? Common sense and *Edwards* v. *Dennis* (*ubi supra*) concur in confining the goods or classes of goods to those which a man makes or deals in or intends to make or deal in when he applies for registration. It remains only to consider whether section 90 of the Act of 1883 (the rectification section) is applicable to this case. We are of opinion that it is. That section provides that "the court may on the application of any person aggrieved by the omission without sufficient cause of the name of any person from any register kept under this Act, or by any entry made without sufficient cause in any such register, make such order for making expunging or varying the entry as the court thinks fit." The applicants are parties aggrieved; for the trade-mark they desire to have registered is kept off the register by reason of the presence on it of the marks of J. Batt & Co. The entry of these marks is "an entry made without sufficient cause in the register." We are not disposed to put a narrow construction on this expression; nor to read it as if the word "made" were the all-important word, and as if the words "made without sufficient cause" must be read as if they were "made without sufficient cause at the time of registration," so as to be confined to that precise time. If any entry is at any time on the register without sufficient cause, however it got there, it ought, in our opinion, to be treated as covered by the words of the section. Its continuance there can answer no legitimate purpose; its existence is purely baneful to trade and, in our opinion, in the case supposed the court has power to expunge or vary it. But however this section is construed, the present case falls well within it. It may be said that this decision may impose undue restrictions on the acquisition of trade-marks by general dealers in goods of many sorts. We do not, however, believe it will fetter legitimate trade. A man can always apply to register a mark or marks as he really wants them. But if a man procures a mark to be registered for goods in which he does not deal, either when he applies for registration or within a reasonable time afterwards, he does so at his peril (to use Fry, L.J.'s expression), and he exposes himself to the risk of having his mark expunged or varied, and of having the monopoly conferred by registration restricted to his legitimate requirements. The trade-mark 72,790 is confined to goods in class 42, and the learned judge was right in expunging that entry. The trade-mark 27,850 ought to be expunged as to goods in class 42, but on the evidence before us there is no reason for expunging it from the register as regards other goods. The order ought to be corrected in this respect. But this variation, which rectifies what is probably a slip made in drawing up the order, will not affect the appeal, which must be dismissed with costs.—Counsel, *Levett*, Q.C., and *Sebastian*; *Neville*, Q.C., and *J. Austen Cartmell*; *Ingle Joyce*. Solicitors, *Shepheards*; *Mann & Taylor*; *Solicitor for Board of Trade*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

JACOB v. JACOB. No. 2. 22nd July.

Will—Real Estate—Interest Acquired by Testator After Date of Will, Whether Disposed of—Revocation of Devise by Operation of Law—Intention—Old Law Before Wills Act, 1837 (7 W. iv. and 1 Vict. c. 26)—Residuary Devise.

This was an appeal from a decision of Stirling, J. The testator, by his will, dated the 25th of July, 1832, devised certain specific property to such and the same uses, and upon such and the same trusts, estates, intents, and purposes as were laid and declared in and by his marriage settlement (executed in 1825), or such of the same as at the time of his decease should be subsisting and capable of taking effect. The will also contained a residuary devise to other persons, of "all other my messuages . . . and real estate whatsoever and wheresoever." By the same settlement the testator also covenanted to convey the said specific property, which, it was recited, he had then contracted to purchase, to the uses of the settlement. Subsequently he took a conveyance to himself to uses to bar dower. All the uses limited by the settlement, except an ultimate limitation to the use of the testator as settlor and his heirs, afterwards failed. The question now raised was whether the specific devise included the ultimate limitation to the testator and his heirs, or whether that interest passed under the residuary devise. Stirling, J., held that the reversionary interest passed under the residuary gift, and the persons interested under the specific devise appealed.

The Court (Lindley, M.R., and Chitty and Collins, L.JJ.) dismissed the appeal.

Lindley, M.R., said: We do not see our way out of the authorities in favour of the view contended for by the respondents. I am not going to comment on all the cases. I do not think that is necessary. The most important authority against the appellant is the case of *Rawlins* v. *Burgis* (2 V. & B. 382). That case shows that the testator's apparent intention may in such cases be defeated by a rule of law. That is step number one. If you take that step I do not see how you are to get out of the reasoning of Kindersley, V.C., in *Plowden* v. *Hyde* (2 Sim. N. S. 171). I do not say that if the matter were *res integra* I should decide this case in the same way; but I do say that we should be simply splitting straws, and doing more harm than good, if we were to differ from that decision. Cases of the kind can now very seldom arise. I would give effect to the appellants' contention if I could; but on the authorities I think the appeal must be dismissed.

Chitty, L.J., said: I am of the same opinion. It is now sixty years since the great change made in the law by the Wills Act of 1837, but the old law, as it stood before that Act, has still occasionally to be applied. The old law was strict and logical, and it is quite plain that this doctrine we are now considering arose from the limited powers conferred by the statutes of Henry 8 as to testamentary disposition of real estate. I think that the decision of Kindersley, V.C., stands as an authority, and that we cannot at this time of day interfere with it. If we did we should simply be creating some new refinement or subtle distinction, though perhaps, in the circumstances, it would not have very much operation. Still, there may be some subsequent cases of the same sort; and I would rather leave the law as it was decided to be at least sixty years ago.

Collins, L.J., concurred.—Counsel, *Cozens-Hardy*, Q.C., *Jenkins*, Q.C., *St. John Clerke*, and *Bailhache*; *Grosvenor Woods*, Q.C., and *Methold*. Solicitors, *Warriner & Co.*, for *Llewellyn & Moore*, Newport; *Hier Jacob*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

High Court—Chancery Division.

Re **ALLEN. BASSET** *v.* **ALLEN.** North, J. 21st July.

Mortgage—Estate Specifically Devised—Locke King's Act—Statute of Limitations.

The testator made a will in 1854 and a codicil in 1855 specifically devising certain real property to his widow for life with remainder to his two sons equally, and in other respects confirmed his will. By his will he directed payment of his debts. The testator had become entitled to the equity of redemption, subject to a mortgage for £3,000, in certain property, part of which he devised by his codicil. In 1865 the £3,000 was paid off out of the proceeds of the sale of residue. The widow under the testator's will was equitable tenant for life. The questions now raised were (1) was the £3,000 payable out of residue, or in part out of the property specifically devised; and (2) if payable out of the property specifically devised, had the Statute of Limitations run? The widow died in 1895, and it was argued that while she lived the Statute of Limitations had no application.

North, J.—The will was before the original Locke King's Act, and if there had been no codicil, there would have been no question. The codicil confirms the will except as regards the property specifically devised. Does the direction to pay debts include mortgage debts? If the testator had died before the Act came into operation, the debts would have been payable out of personal estate and not out of property specifically devised. But the testator made a codicil confirming the will, and that had the same effect as if he had made a new will in the same words as the old one. The later Act only applies after 1867. The residuary estate, and not the estate specifically bequeathed, has to bear the testator's own debts, but the £3,000 is not a debt of the testator, who only took an equity of redemption, and was under no personal liability to pay, so that the directions to pay debts had no application.

The question whether the Statute of Limitations applied was then argued. *Topham* v. *Booth* (35 Ch. D. 607) and *Re England* (1895, 2 Ch. 820) were cited.

NORTH, J.—In my opinion *Re England* applies. The whole estate was charged with the debt. In 1865 the residuary estate was sold and the £3,000 paid, and nothing was done to keep alive the charge of part of the £3,000 upon the estate specifically devised. The widow died in 1895, and the question is, Whether the £3,000, which was wholly paid out of residue, ought not to have been paid in part out of the estate which was specifically devised? It is suggested there was something equivalent to payment of interest, but I do not see how anything of the sort is made out in this case. The widow was under no obligation to pay the interest upon the sum that she was not compelled to pay. I think that the Statute of Limitations is a bar to the recovery of any sum now.—COUNSEL, *E. P. Hewitt, Ingpen; Vernon Smith, Q.C., Smith, Attwater.* SOLICITORS, *Preston, Stow, & Preston* (for *E. P. Berridge*, Leicester); *J. T. Rossiter.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

High Court—Queen's Bench Division.

BLAKE & CO. (LIM.) *v.* WOOLF. Div. Court. 14th July.

LANDLORD AND TENANT—HOUSE LET TO TENANTS—CISTERN BELONGING TO LANDLORD—ESCAPE OF WATER FROM—DAMAGE TO TENANTS' GOODS—EMPLOYMENT OF INDEPENDENT CONTRACTOR BY LANDLORD—LIABILITY OF LANDLORD.

Appeal by the defendant from a judgment of the deputy judge sitting at the City of London Court. The defendant was the owner of a certain house and premises in the City, and the plaintiffs were tenants of a certain part of the house, consisting of the basement and the ground floor, which they had taken from the defendant as the landlord. The water for the whole house was supplied from the defendant's (the landlord's) cistern at the top of the premises, and the plaintiffs took the premises after the water was laid on, and they took their supply of water from the defendant's cistern. On a certain Friday the plaintiffs discovered that there was a leakage of water from the cistern, and that there was an escape of water therefrom. On the same day they gave notice to their landlord (the defendant) that the cistern leaked and requested him to have it set right. The defendant, on receiving this notice on the Friday, went to an independent and competent plumber and employed him to set the matter right. The plumber came and did something to the cistern, but was negligent in what he did, with the result that the leakage became worse, and when the premises were opened on the Monday the plaintiffs' place was found to be flooded and their goods damaged. The plaintiffs then brought this action against their landlord and claimed the sum of £15 for the damage so caused by the flooding from the cistern. The deputy judge found that there was no negligence on the part of the defendant in employing the plumber he went to, although he did not know him, and he found that the damage was in fact caused by this plumber not having made the cistern right on the Friday when he was called in, and that in fact he did not get rid of the mischief. The deputy judge held that when the landlord received notice of the leakage on the Friday it became his duty to take means to remedy it, and that it was his absolute duty to have it remedied, and that, not having remedied it, it was his own fault and that he was liable; and he accordingly gave judgment for the plaintiffs on the question of liability for an amount to be afterwards ascertained by the registrar, with leave to the defendant to appeal. The defendant now appealed. For the defendant it was now contended that upon the facts there was no evidence of any negligence on the part of the defendant; that he had gone to an independent contractor, who was a competent plumber, and instructed him to set the matter right; and, although this plumber may have been guilty of negligence, the defendant was not liable for the negligence of an independent contractor: *Carstairs* v. *Taylor* (L. R. 6 Ex. 217) and *Rylands* v. *Fletcher* (L. R. 3 H. L. 330). For the plaintiffs it was contended that the defendant, having this water on his premises, was bound to take reasonable care to keep it safely, and that, as between himself and his tenants, he was bound, when he received notice that the cistern was out of repair, to put it in repair, and that there was a duty cast on the defendant to repair it; and that, once establish that there is a duty on the part of the landlord to keep the premises in a state of repair, then the employment of an independent contractor by the landlord cannot relieve him of the obligation and liability: *Miller* v. *Hancock* (41 W. R. 578; 1893, 2 Q. B. 177), *Hughes* v. *Percival* (31 W. R. 725, 8 App. Cas. 443), *Dalton* v. *Angus* (30 W. R. 191, 6 App. Cas. 740), and *Tarry* v. *Ashton* (24 W. R. 581, 1 Q. B. D. 314).

THE COURT (WRIGHT and DARLING, JJ.) allowed the appeal and gave judgment for the defendant, refusing leave to appeal.

WRIGHT, J.—It is not at all clear that this case is covered by any of the authorities. The case stands in this way: The defendant was landlord of the premises, and he had the water supply of the cistern under his control. The plaintiffs were tenants from him of the lower part of the premises. On a certain Friday a leak was discovered and the defendant was given notice of it. The landlord employed a competent person to set it right, but this person did the work negligently and the consequence was that when the premises were opened on the Monday the place was flooded and the plaintiffs' goods damaged. The question now arises whether the landlord is liable for that damage. It is to be observed that the counsel for the plaintiffs has not put his case on any contractual obligation arising from the relation of landlord and tenant. Then, apart from contractual liability, the rule of the common law is that laid down in *Rylands* v. *Fletcher*, that if a person brings a dangerous thing upon his premises he is bound to keep it there at his own peril, but there is an exception to that rule there laid down—namely, that where a man uses his land in an ordinary and reasonable manner and damage ensues to his neighbour without wilfulness or negligence, no action lies. I think the case comes within this exception. Here there was a usual and reasonable user of the house, and if water escapes without any negligence on the part of the owner, then, as between the owner and the occupier, the owner is not liable. Then there is another exception to the general rule as to the liability, that where the party has consented to the dangerous matter being brought to the premises, then he cannot recover. Here the plaintiffs may be said to have consented to the water being brought there and they consented to their own part of the premises being supplied with the water. Instances of these principles may be found in the cases of *Carstairs* v. *Taylor*, *Ross* v. *Fedden* (L. R. 7 Q. B. 661), and *Gill* v. *Edgeley* (71 L. T. 762, and 72 L. T. 579). There is nothing here to shew that the defendant did not do all a man could do to have the defect remedied. He employed a competent plumber, but it has been said that if the work was done negligently then a person cannot defend himself from liability by shewing that he employed an independent contractor. I do not know of any case in which that doctrine is established. The ordinary doctrine is that a person is not liable for the acts of an independent contractor. On these grounds I think that the judgment of the deputy judge in the court below cannot be sustained.

DARLING, J., concurred.—COUNSEL, *Ritter; H. Tindal Atkinson.* SOLICITORS, *H. Dade & Co.; Phelps, Sidgwick, & Biddle.*

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Winding-up Cases.

***Re* MOORE BROTHERS & CO. (LIM.).** Wright, J. 9th June and 19th July.

COMPANY—WINDING UP—STATEMENT IN PROSPECTUS—DIRECTOR'S LIABILITY.

Application for a balance order against a Mr. Bartholomew, one of the directors of the company, the question being whether he was liable to be placed on the list of contributories as an ordinary shareholder by reason of statements made in the prospectus. The company was registered in September, 1893, under the Companies Acts. The articles of association contained these clauses amongst others: Clause 77, "Until otherwise determined by a general meeting the number of the directors shall not be less than three or more than 6. The following gentlemen shall be the first directors of the company—viz., Alfred Watson, James Moore, William Moore, Henry Blatch Wells, Melton Bartholomew, Robert Colman." Clause 78, "The qualification of every director shall be the holding of shares or stock of the company of the nominal value of £500." On the 28th of October, 1893, the directors held their first meeting, at which all the directors attended. From the minutes of that meeting it appeared that the draft prospectus was approved and settled and the secretary was instructed to place the same in the printer's hands. The prospectus, which invited applications for preference and debenture capital, so approved, stated that the capital of the company was "1,500 ordinary shares of £20 each (the whole of which will be taken by the directors) 750 £6 per cent. preference shares of £20 each and 300 £5 per cent. debentures of £50 each. It also gave the names and addresses of the six directors and stated, amongst other things, "The vendors after discharging every liability up to the date of purchase will re-invest the whole of the purchase-money in the company principally in the ordinary stock, on which they will receive no dividend until the £5 per cent. interest on the debentures and the £6 per cent. dividend on the preference shares have been paid. Seeing that, with the other directors, they take the whole of the ordinary shares, investors have the best possible assurance that every effort will be made to ensure the prosperity of the company's business." Neither Messrs. Watson, Wells, Colman, or Bartholomew were ever placed on the register of members of the company, nor were ordinary shares allotted them.

WRIGHT, J., held if the question had arisen between the directors and those who applied for preference shares and debentures on the faith of the prospectus, there would be little doubt as to the liability of the directors and the company. But the question was between Mr. Bartholomew and the company, and the question to be decided was whether there was in the prospectus a representation of a contract to take shares on which he could be held liable. No estoppel arose between the directors and the company. But at the same time there was a ground on which Mr. Bartholomew could be held liable on the same principle as that on which it had been held that, although articles of association were not contracts themselves, directors, by acting on them, shew that they have entered into a contract on the terms of the articles, and a prospectus could be looked at in the same way. When, therefore, these directors put forward this document they must be taken to have consented to act as directors on the terms of that prospectus, one of which was that they were to take up all the ordinary shares. It was not necessary to say whether the directors could have made the company allot them all the ordinary shares—that was another question; but probably the company could have made them take up such of these shares as they were called on to take. The directors, therefore, including Mr. Bartholomew, were jointly and severally liable in respect of such ordinary shares as were not allotted to other members, and an order must be made against him with costs.—COUNSEL, *Grosvenor Woods*, Q.C., and *Sheldon; Whinney; T. L. Wilkinson; Haldane*, Q.C., and *Gore-Brown.* SOLICITORS, *G. A. King; Taylor, Hore, & Pilcher*, for *Nodder & Trethowan*, Salisbury; *Long & Gardiner*, for *Arthur Whitehead*, Salisbury.

[Reported by C. W. MEAD, Barrister-at-Law.]

Re **AURIFEROUS PROPERTIES (LIM.).** Wright, J. 9th June and 20th July.

COMPANY — WINDING UP — CONTRIBUTORY ALSO A CREDITOR — CALLS — SET-OFF.

The African Gold Properties (Limited) held shares in the Auriferous Properties (Limited). In January and June, 1896, two calls, amounting to £1,250, were made on these shares. In January, 1896, the Auriferous Co. became indebted to the African Gold Co. in a sum of £2,775. In December, 1896, a compulsory winding-up order was made against the Auriferous Co. In January, 1898, the African Gold Co. went into voluntary liquidation, and a supervision order was afterwards made by the court. On the 4th of May, Wright, J., held that the liquidator of the African Gold Co. could not set off this debt due from the Auriferous Co against the calls due to that company (42 SOLICITORS' JOURNAL, 491). The Auriferous Co. was about to pay a dividend to its creditors, and the liquidator now asked for a declaration that he was entitled to hold the dividend due to the African Gold Co. against the liability of the latter company for calls in arrear on its shares in the Auriferous Co.

WRIGHT, J., held that *primâ facie* the African Gold Co. was entitled to take its dividend. Its claim as a creditor had been duly ascertained in the appropriate proceedings, and it was *primâ facie* immaterial that the creditor happened to be also a debtor of the Auriferous Co. There was no contract as to set-off, nor did the articles of association of either company contain any provision as to it, nor did the general statutes as to set-off apply, nor did the doctrine of set-off in bankruptcy, which under section 10 of the Judicature Act, 1875, was extended to the liquidation of companies, apply. That statute had been held to apply only to cross-rights existing at the commencement of the winding-up, but here the call was made in the liquidation. If the creditor contributory were allowed to take the dividend without paying the calls he would be receiving payment of a part of the debt which the company owed to him without making his contribution to the fund out of which the debt was to be paid. There must be an order as asked for by the liquidator. —COUNSEL, *Howard Wright; George B. Northcote.* SOLICITORS, *Freshfields & Williams; W. H. Hudson.*

[Reported by C. W. MEAD, Barrister-at-Law.]

Judge's Chambers.

IN THE MATTER OF A SOLICITOR and IN THE MATTER OF THE SOLICITORS ACT, 1888. Channell, J. 14th July.

This was an application on behalf of a solicitor against whom proceedings had been instituted before the statutory committee of the Incorporated Law Society under the above statute. The charges of professional misconduct put forward by the complainant had been inquired into by the committee and they had filed their report, in which they found that the charges were wholly disproved. A summons in chambers in the Queen's Bench Division was then taken out by the solicitor calling on the complainant to show cause why he should not pay the costs of the inquiry. The complainant did not appear. The cases of *Re Lilley* (1892, 1 Q. B. 759), and *Re Howell Thomas* (1893, 1 Q. B. 670), were cited.

CHANNELL, J., made an order in terms of the summons.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

The following are extracts from the annual report of the Council:

Victoria Pension Fund.—The total subscriptions to this fund, with the interest received while the money was on deposit, amounted to £8,585 19s. 7d., and this sum was delivered to the trustees of the Solicitors' Benevolent Association on the 30th of December, 1897, they having executed a trust deed providing, amongst other things, that the fund shall be called "The Victoria Pension Fund," and that the income shall be applied in providing pensions for necessitous solicitors of the Supreme Court of Judicature in England and Wales, and for their wives, widows, and members of their families. There were upwards of 850 subscribers to the fund, and, having regard to the numerous charitable appeals made during the year, there is every reason for being gratified with the result.

Number of Members.—The society now consists of 7,882 members, of whom 3,570 practise in town, and 4,312 in the country. 445 new members joined the society during the past year. The number of members is the highest that has hitherto been reached.

Legal Education.—The late Mr. Joseph Travers Smith, of Throgmorton Avenue, in the city of London, who died on the 28th of May, 1897, by a codicil to his will bequeathed £6,500 stock in trust to provide three scholarships of £50 each, one to be granted in each year, and to be held for three years, and to be in the gift of the Incorporated Law Society by its Council. The scholarships are to be awarded according to the following scheme of the testator—viz., the examiners are to certify to the testator's trustees the three candidates who, being under the age of twenty-six years, have passed the best examination at the last Final Examination of the year—the names of such candidates to be in alphabetical order; the trustees are to select from such three candidates the one whom in their discretion they shall deem to be the best qualified by personal character, general intelligence and cultivation, and the nature and class of his attainments to do credit to their selection and to the scholarship. The Council of the society are to award the scholarship to the person so selected by the trustees. The testator empowers the examiners to decline to certify, the trustees to decline to recommend, and the Council to decline to award the scholarship without reason alleged. No scholarship is to be tenable for more than three months with any other scholarship or exhibition in the gift of the society. It is intended to award the first scholarship after the November examination of the present year. In connection with the subject of legal education, reference may be made to the following Bills now before Parliament—viz., the London University Commission Bill and the Solicitors' Final Examination Bill. The object of the London University Commission Bill is to provide for the appointment of commissioners to frame statutes and regulations for the University of London, in general accordance with a scheme set out in a schedule to the Bill. The scheme provides, amongst other things, that the society shall have two representatives on the senate of the university, and it is understood that one of the faculties to be established under the scheme will be a faculty of law. At the present stage of the Bill it is premature to express any opinion on the subject to which it relates, but it may be as well to state that the Council adhere to the views expressed in the evidence of Mr. B. G. Lake in 1888, and of Mr. Pennington in 1892, to the effect that mere theoretical and academical teaching in law should not qualify a person for admission as a solicitor; that a university degree alone without service under articles could not be accepted as a qualification to practise; and that the society ought not to part with the control of the examination of persons prior to their admission as solicitors. The Solicitors' Final Examination Bill has been introduced in the House of Commons by Mr. A. F. Warr, a member of the society. Its object is to enable the Council of the society to make regulations for the exemption in whole or in part from the final examination of students who obtain or have by examination qualified themselves to obtain law degrees at certain universities. The Council are unable to approve the scheme of the Bill, tending as it does to withdraw from the society's control examinations which, as before stated, they consider should remain under it. The number of students receiving instruction from the society's tutors on the 30th of March, 1898, was 255, as compared with 236 on the same date in 1897. An order was, on the 25th of April, 1898, made under the Solicitors' Act, 1877, exempting from the preliminary examination any person who has passed the matriculation examination of the University of Wales.

Solicitors' Remuneration Act, 1881.—The last edition of the digest of decisions and opinions under the Solicitors' Remuneration Act being out of print, it was decided by the Council to issue a new edition, consolidating the earlier edition and the supplements thereto, and bringing down the information to the end of Hilary Term, 1898. The new volume is in the press, and it is expected that it will be in the hands of members very shortly.

Companies Act (1867) *Amendment Bill.*—A bill prepared on the instructions of the society has been introduced in the House of Commons by Sir John Lubbock, and if passed as amended in consultation with the President of the Board of Trade, will enable the court to grant relief from penalties for non-compliance with section 25 of the Companies Act, 1867, relating to contracts for the issue of fully-paid shares, recent decisions of the courts having given rise to doubts as to the sufficiency of contracts in a form that has been generally adopted. The leading bankers and insurance companies, as well as many merchants, brokers, and solicitors, have signed petitions in favour of the Bill. The Bill was read a second time on the 15th of June.

Colonial Solicitors' Bill.—At the request of the Secretary of State for the Colonies a Bill, approved by him, was introduced at the instance of the society, for the purpose of consolidating and amending the law relating to the admission of colonial solicitors in England, and of English solicitors in the colonies. No progress having been made with the Bill up to the 7th of June, it was dropped.

Conveyancing Bill.—The Conveyancing Bill of last year, which was read a second time in the House of Lords, was resettled by Mr. Wolstenholme and Mr. Cherry, on the instructions of the Council, with the intention of reintroducing it in the present session. The Bill of the present year also provided for various amendments of the law rendered advisable by reason of decisions of the court on the subject of compound settlements, the acknowledgment of deeds by married women trustees, and other matters. The Bill as resettled was submitted for the consideration of the provincial law societies, the Institute of Conveyancers, the General Council of the Bar, and the officials of the Land Registry. It did not, however, receive any considerable measure of approval, and the Council have decided not to proceed with it during the present session.

County Courts (Right of Audience) Bill.—In the autumn of last year the Council held a conference with the General Council of the Bar, in the endeavour to obviate the opposition of the bar to this Bill. The conference, unfortunately, led to no agreement. A Bill having for its object both to enable managing clerks who are duly qualified solicitors to appear for their principals in county courts and to enable one solicitor to act as advocate for another in a county court has been prepared by the Council and introduced by Mr. A. F. Warr.

Solicitors' Magistracy Bill.—A Bill to enable solicitors of the High Court to become county justices, notwithstanding that they carry on business in the county, has again been prepared by the society, and introduced by Mr. A. F. Warr. The Bill contains a clause prohibiting a solicitor appointed a county justice from practising before any bench of magistrates in the county.

Ilford Improvement Bill.—The Council having made representations as to a clause originally inserted in this Bill purporting to authorize certain officers of the Ilford District Council, not being qualified practitioners, to institute and carry on proceedings before a court of summary juris-

diction, it was arranged with the promoter that the clause in question should be struck out, and this has been done.

Weights and Measures Bill.—A clause in this Bill, to which the Council took objection on the ground that it authorized inspectors to prosecute proceedings before a court of summary jurisdiction, has been withdrawn.

Middlesex County Council Bill.—A clause in this Bill which appeared to the Council to authorize the conduct of proceedings by unqualified persons has been modified so as to remove the objections entertained.

Land Charges Bill.—A Bill has been introduced by the Lord Chancellor, having for its object the substitution of a charging order for the present writ of elegit. The main object of the Bill is similar to that of the Bill introduced by the Lord Chancellor in 1896, of which the Council approved, subject to amendments which have been suggested to the Lord Chancellor.

Land Transfer Act, 1897.—The Land Transfer Bill of 1897 received the Royal Assent on the 6th of August last. It is stated in the annual report for 1897 that the maintenance of the clauses in the Land Transfer Bill then before Parliament providing for an experimental area, an experimental period, the concurrence of the county council, and the restriction upon unqualified persons practising in the Land Registry, was a fundamental condition of the society's support of the Bill. The clauses in question will be found in the Act. The position of the Council as regards the Bill was clearly defined while the Bill was under consideration. It was that whilst yielding to the strongly expressed opinion of many on both sides of the House, they remained of opinion that compulsory registration would be found unsatisfactory to landowners and a hindrance to business, and that they only consented to a trial to meet the wishes of the Government and having regard to the concessions made by the Lord Chancellor. A draft order in Council has recently been issued intended to provide, with respect to the County of London, that registration of title to land is to be compulsory on sale on and after September 1, 1898, in the parishes of Hampstead, St. Pancras, St. Marylebone, and St. George's, Hanover-square. Other parishes and places will by the same order be brought within the compulsory area on the 1st of January, 1899, the 1st of October, 1899, the 1st of January 1900, and the 1st of July, 1900. Under the Act of 1897, general rules are to be made by the Lord Chancellor with the advice and assistance, among others, of a person to be chosen by the Council of the Incorporated Law Society. Mr. B. G. Lake was chosen by the Council. The draft rules were published under the Rules Publication Act, 1893, and were referred by the Council to a committee for consideration. Prints were sent to the provincial law societies, and the committee, in making their report, had the advantage of suggestions from several of the societies. The report of the committee, as adopted by the Council, has been sent to the Lord Chancellor, and copies have also been sent to the provincial law societies. The rules have not yet been signed.

Workmen's Compensation Act, 1897.—It is unnecessary in this report to discuss the general features of this very important Act. Its chief interest as regards the legal profession lay in the fact that a clause was inserted while the Bill was in Committee of the House of Commons, providing that in proceedings under the Act no party or other person should appear or be represented by counsel or solicitor except by leave of the court or arbitrator. This clause, read in connection with other clauses of the Bill, led to the inference that agents not being counsel or solicitors might appear or attend as of right, and be entitled to remuneration for their services. The Council, in conjunction with the General Council of the Bar, made strong representations on the subject of this clause, and it was rejected. The clause substituted for it provides that rules under the Act may make provision for the appearance in any arbitration under the Act of any party by some other person. The draft rules under the Act have now been issued, and provide that a party may appear (*a*) in person, or by a member of his family; (*b*) by a solicitor acting generally, but not retained as an advocate; (*c*) by counsel; (*d*) by a person in the permanent and exclusive employment of the party: (*e*) by a director or secretary of a corporation or any person in its permanent and exclusive employment; (*f*) by leave of the judge or arbitrator, by any officer or member of any society of which a party is a member, or with which he is connected; or (*g*) by leave of the judge or arbitrator by any other person. The rules also provide that no person other than a solicitor who appears or acts on behalf of any party in any arbitration under the Act shall be entitled to have or recover any fee or reward for so appearing or acting, other than such travelling expenses and (in the case of a workman or a member of his family) allowance for time (if any) as shall be allowed by the judge or arbitrator; provided that nothing in these rules contained shall affect the right of counsel to appear or act in any arbitration, or the right of any solicitor to recover costs in respect of his employment of counsel to appear or act as aforesaid. At the request of the Lord Chancellor, suggestions were, with the help of the law societies and members of the society in Yorkshire, Lancashire, and Durham, furnished by the society last autumn with a view to the preparation of the rules. Subsequently further suggestions have been made for amendments in the rules, especially with reference to costs as between solicitor and client and reports by medical officers, on which points the Liverpool Law Society and the Nottingham Law Society have given much useful assistance.

County Courts.—In the annual report for 1897 it was stated that a special mixed committee (consisting of some members of the Council and numerous members of the society) had held many sittings, and had, among other things, drafted a report on county court matters generally, but that its completion had been deferred pending the more pressing consideration of the proposed new rules dealing with questions of immediate interest to county court practitioners. Such new rules raised considerable discussion throughout the profession, especially in the provinces, the cardinal features being the narrowing down of the right of issuing process for service on a debtor outside the district of the issuing court, and calling upon the plaintiff for a compulsory deposit for defendant's costs. The committee in its first report on these rules protested strongly against both suggestions, and the rules were withdrawn. Fresh rules were then promulgated practically maintaining the restrictive regulations, but modifying the proposal as to deposit for costs, and casting upon the registrar of the court in the defendant's district the duty of ascertaining whether there was a *primâ facie* defence as a condition precedent to the ordering of security. The committee, in a supplementary report, repeated their protest, deprecating the exercise of any judicial function by the registrar of one court in a case belonging to another court. Both reports of the committee were adopted by the Council and forwarded to the Lord Chancellor, and it is understood that, while the authorities contend that there should be some additional restrictions on the issue of process for service out of the district, the demand for security for costs will be withdrawn, and with it the suggestion that the registrar of the debtor's district should interpose. The committee then proceeded to settle their general report, which the Council adopted and forwarded to the authorities. Such report, which protests against the heavy court fees now charged, and asked for a revision of the regulations connected with the enforcement of the Debtor's Act, recommends some considerable extension of county court jurisdiction. The committee have still under consideration a scale of costs, which may be recommended if a suitable opportunity arises. The Council are much indebted to this committee for their labours and assistance.

Taxes Management Act, 1880.—The society has been in communication with the General Council of the Bar on the subject of the enactment contained in section 57 of the Taxes Management Act, 1880, prohibiting any party to appeals before Commissioners of Taxes being represented by a barrister, solicitor, or person practising the law. With the view of obtaining information in support of the case for the repeal of the section, the Council of the society addressed a circular letter to the provincial law societies. Numerous replies were received, and they clearly indicated that not only was the injustice of the prohibition felt by the appellant, but that, in many cases, it was recognized by the commissioners. The information received from the provincial law societies, as well as other information in the possession of the society, was forwarded to Lord Edmond Fitzmaurice, and the amendment to the Finance Bill repealing section 57 (9) of the Taxes Management Act, 1880, and permitting the commissioners to hear counsel or solicitors, which he kindly consented to move, has been inserted in the Bill.

(To be continued.)

LAW STUDENTS' JOURNAL.

VICTORIA UNIVERSITY.

OWENS COLLEGE, MANCHESTER.—SESSION 1897-8.

The following is the list of the students attending the law classes of this college who have obtained first-class honours in the recent sessional examinations:

ELEMENTARY.—(*a*) Real Property: None in the first class. (*b*) Contracts and Torts: (1) T. Hulme (prize); (2) Louis Wise.

ADVANCED.—(*a*) Conveyancing: (1) Frederick Hindle (recommended for the Vice-Chancellor of Lancaster's prize in Conveyancing); (2) F. W. Loundes and W. B. Smith (equal). (*b*) Equity: (1) A. L. Brownsn (recommended for Vice-Chancellor of Lancaster's prize in Equity); (2) Charles R. Allen, Frederick Hindle, and T. C. Russell (equal). (*c*) Common Law: (1) T. G. Russell (prize); (2) Frederick Hindle; (3) E. J. Sampson; (4) A. L. Brownson. Jurisprudence: (1) S. B. Carne Ross (prize); (2) P. Brownsword. Roman Law: (1) S. B. Carne Ross (prize). English Public Law: (1) H. A. W. Wragg (prize).

DAUNTESEY LEGAL SCHOLARSHIP (value £35; tenable for one year, and open to students under the age of twenty-five years).—(*a*) Jurisprudence, Roman Law, Constitutional Law, and International Law: Not awarded. (*b*) Real and Personal Property and Conveyancing and Equity and Common Law: Frederick Hindle. A second scholarship in this group to T. G. Russell.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.—JUNE, 1898.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

[In order of Merit]

JOSEPH ARTHUR HAMNETT, who served his clerkship with Mr. Russell Coppock, of Stockport.

PHILIP HENRY MONK, who served his clerkship with Mr. Charles Hall Jessop, of Cheltenham.

HENRY HAMILTON GEPP, who served his clerkship with Mr. Walter Payne Gepp, of Chelmsford.

FREDERICK STANLEY BREWER WALTERS, who served his clerkship with Messrs. Bond, Pearce, & Bickle, of Plymouth; and Messrs. Law & Worssam, of London.

PERCIVAL CHARLES FAWCETT, who served his clerkship with Messrs. Faber, Fawcett, & Faber, of Stockton-on-Tees; and Messrs. Bell, Broderick, & Gray, of London.

JOSEPH THOMAS HIGGS, who served his clerkship with Mr. Joseph Higgs, of Brierley Hill; and Messrs. A. H. Arnould & Son, of London.

JAMES ROBERT SMITH, who served his clerkship with Mr. Alfred Robert Orton Gery, of London.

WILFRED HENRY MADGE, who served his clerkship with Mr. Thomas William James, of Swansea.

LANCELOT HEDLEY BOOTH, B.A., LL.B. (Camb.), who served his clerkship with Mr. John Arthur Ornsby, of Durham.

SECOND CLASS.

[In Alphabetical Order.]

Frederic Viccars Barber, who served his clerkship with Mr. Henry Barber, LL.B., of Winchester; and Messrs. Robbins, Billing, & Co., of London.

James Reddy Beadon Branson, B.A., LL.B. (Camb.), who served his clerkship with Mr. Alfred Wills, of the firm of Messrs. Stibbard, Gibson, & Co., of London.

George Arthur Frederick Brett, who served his clerkship with Mr. Richard Weight Millington, of Boston; and Messrs. Collyer, Bristow, Russell, Hill, & Co., of London.

Gilbert Buckley, who served his clerkship with Mr. Charles Lord, of Manchester.

Augustus Gilbert Colvile, LL.B. (Lond.), who served his clerkship with Mr. Edward Merrick Cockell, of the firm of Messrs. Arkcoll, Cockell, & Chadwick, of London.

Reginald Brodie Cooper, who served his clerkship with Mr. Sidney Smith, of the firm of Messrs. Sidney Smith & Son, of London.

Frederick Mitchell Iredale, who served his clerkship with Mr. William Bussell Hamlyn, of Torquay; and Messrs. Woodcock, Ryland, & Parker, of London.

Samuel Chetwynd Leech, B.A. (Oxon), who served his clerkship with Mr. Francis Charles Greenfield, of the firm of Messrs. Greenfield & Cracknall, of London.

Edgar Percy Lewis, B.A. (Lond.), who served his clerkship with Mr. Matthew Attwood, of Derby; and Messrs. Geare, Son, & Pease, of London.

John Knight Lomax, who served his clerkship with Mr. Thomas Edward Williams, of Southport.

William Francis Marchant, B.A. (Camb.), who served his clerkship with Mr. William Francis Fladgate, of the firm of Messrs. Fladgate & Co., of London.

Alexander Matheson, B.A. (Oxon.), who served his clerkship with Messrs. Nelson, Eddisons, & Lupton, of Leeds; and Messrs. Richard Smith & Sons, of London.

Frederick Fletcher Mills, who served his clerkship with Mr. Henry Sutton Ludlow, of Birmingham.

Frederic Sigismund Oppenheim, B.A. (Oxon), who served his clerkship with Mr. Joseph Farmer Milne, of the firm of Messrs. Hinde, Milne, & Bury, of Manchester; and Mr. Edward Henry Busk, of the firm of Messrs. Busk, Mellor, & Norris, of London.

Edgar Crosfield Pearson, B.A. (Oxon.), who served his clerkship with Messrs. Lee, Scott, & Co, of Manchester; and Messrs. Cunliffes & Davenport, of London.

Gilbert Player, B.A., LL.B. (Camb.), who served his clerkship with Messrs. Moore, Longden, & Mann, of Sunderland; and Messrs. Hickin, Smith, & Capel Cure, of London.

Frank Roberts, who served his clerkship with Mr. Samuel Davies, of Nelson.

Charles Arragon Stevens, who served his clerkship with Mr. George Pearson, of Bristol; and Messrs. Meredith, Roberts, & Mills, of London.

Douglas Phipps Sturton, B.A. (Oxon), who served his clerkship with Mr. John Phipps Sturton, of Hobeach; and Messrs. Preston, Stow, & Co., of London.

Herbert Watkins Thomas, who served his clerkship with Mr. William Morgan Griffiths, of Carmarthen; and Mr. Edwyn Turner Roberts, of the firm of Messrs. Helder, Roberts, & Walton, of London.

Thomas Gilbert Thornton, who served his clerkship with Messrs. Reed & Wayman, of Downham Market.

George Edward Urry, who served his clerkship with Mr. Richard Urry, of Shrewsbury.

Esmond Henry Wiley, who served his clerkship with Mr. Arthur John Edward Newton, of London.

THIRD CLASS.

[In Alphabetical Order.]

Sydney Cole Ambrose, B.A., LL.B. (Camb.), who served his clerkship with Messrs. Dees & Thompson, of Newcastle-on-Tyne; and Messrs. Crossman, Prichard, Crossman, & Block, of London.

Reginald Edward Wellesley Colley, who served his clerkship with Messrs. Blount, Lynch, & Petre, of London.

William Rowland Fisher, B.A. (Camb.), who served his clerkship with Mr. James Druitt, jun., of the firm of Messrs. J. & W. H. Druitt, of Bournemouth; and Messrs. Lovell, Son, & Pitfield, of London.

Charles Percival Greenwood, who served his clerkship with Mr. Charles Nesbitt and Mr. Henry Thomas Smith, both of Southport.

Alfred James Grinstead, who served his clerkship with Mr. Henry Prince, of Brighton.

Robin Percy Hamp, who served his clerkship with Mr. William Negus, of London.

William Lewis Harris, who served his clerkship with Messrs. Lewis & Jones, of Merthyr Tydfil.

Charles Newton Maberley Harrison, who served his clerkship with Mr. Alexander Milne, of Kendal; and Messrs. Harrison & Powell, of London.

Henry Josiah Humm, who served his clerkship with Mr. Frederic Brunning Maddison, of London.

Henry Stewart Jolly, who served his clerkship with Messrs. Eardley Holt, Hulbert, & Hubbard, of London.

John Colenso Jones, who served his clerkship with Messrs. Walter Morgan, Bruce, & Co., of Pontypridd.

John Corden Newbold, B.A. (Camb.), who served his clerkship with Mr. Edward Francis Turner, of the firm of Messrs. Turner, Son, & Foley, of London.

Cecil Antony Nussey, B.A. (Oxon.), who served his clerkship with Mr. Antony Foxcroft Nussey, of the firm of Messrs. Flower, Nussey, & Fellowes, of London.

Wallace Read, who served his clerkship with Mr. Sydney Rutherford Ancrum, and Mr. Hermann Rudolf Schmettau, of London.

John James Salisbury, who served his clerkship with Mr. Frederick George Salisbury, of the firm of Salisbury & Griffiths, of Bristol.

Vazie Simons, who served his clerkship with Mr. John William Billinghurst, and Mr. George Alfred Pope, of the firm of Messrs. Billinghurst, Wood, & Pope, of London.

Neville Robert Sworder, B.A., LL.B. (Camb.), who served his clerkship with Mr. Thomas Joseph Sworder, of the firm of Messrs. Sworder & Longmore, and Messrs. J. N. Mason & Co., of London.

Percy Oliver Thomas, who served his clerkship with Mr. William Morgan Griffiths, of Carmarthen; and Mr. Edwyn Turner Roberts, of the firm of the firm of Messrs. Helder, Roberts, & Walton, of London.

Edmund Waite, who served his clerkship with Mr. Samuel Waite, of Boston.

Frank Herbert Williamson, who served his clerkship with Mr. Edmund Arthur Windridge Wragg, of Manchester.

The Council of the Incorporated Law Society have given Class Certificates and awarded the following Prizes:

To Mr. Hamnett—Prize of the Honourable Society of Clement's Inn—Value about £10; the Daniel Reardon Prize—Value about 20 guineas; and the John Mackrell Prize—Value about £12.

To Mr. Monk—The Prize of the Honourable Society of Clifford's Inn—Value 10 guineas.

To Mr. Gepp—The Prize of the Honourable Society of New Inn—Value 5 guineas.

To Messrs. Walters, Fawcett, Higgs, Smith, Madge, and Booth—Prizes of the Incorporated Law Society—Value 5 guineas.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

126 Candidates gave notice for the Examination.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 6th and 7th July 1898.

Battersby, Nathaniel
Beaven, Reginald Albert Gardner
Beck, Thomas Frederick Bintley
Beecroft, Charles Thomas Cook
Bennett, William Henry Norman
Berry, Arthur James
Blunt, Arthur James
Blythe, Richard Aldred
Boddington, Henry
Brettell, Norman Scott
Buttle, John Frederick
Capt, Ernest Emile Henry
Cash, Albert James
Cautherley, Charles Stewart
Chadwick, Wilfrid John Hurstbourne
Clifford, Francis Ernest
Cockell, Charles Edward Buckland
Collinge, Samuel
Courtenay, Edwin George Thomas
Crampton, Ernest Bryant
Crowther, George Henry
Davenport, Charles Joseph Croughton
Davies, David Edward Bowen
Davies, William Henry
Durnford, Guy
Eales, John Frederick
Edwards, Arthur Llewellyn Aneurin
Eldridge, Robey James
Evans, John Williams Percival
Faulkner, Henry Warry
Fielding, Edgar
Finch, Harry
Fraser, Hugh Colin
Freeman, Samuel
Gainsford, Thomas Alan
Gale, Frederick Horace
Gosnell, Robert Clifford
Gover, William Cyril
Grant, Ronald Casey
Greenwood, Tom Kaye
Gurney, Alexander George
Handley, Reginald Thomas
Hanscombe, Hugh James
Harvie, FrancisGraham
Hawtin, Philip Barrett
Hayward, John Godfrey
Hick, Mark Day
Hills, Arthur Ernest
Hockin, William Geoffrey
Holden, Ralph Ainsworth
Holland, Alfred Herbert
Hollinrake, Wilfrid
Holmes, William Wainman
Holt, Thomas
Hudson, William Gerald
Jessiman, George Gaston
John, Thomas
Johnson, Edward Dinwoody
Jones, Cyril John
Kew, William Rupert
Lewis, Samuel Lycett
Lewis, William Plumpton
Lodder, George Frederick
Malim, Aubrey Cyril
Martin, John Lancelot
Massey, William
Money, George Chester Tancred
Morgan, Edward
Mullen, Christopher John
Nantes, Geoffrey Dammers
Nelson, Basil
Nelson, Henry Bywater
Newnum, Richard Geoffrey
Parr, Cecil Robert Mourrell
Patterson, Joseph Alexander
Payne, Robert Wylie
Penny, Albert Edward
Potter, James Speakman
Pulleyne, Paul
Pybus, John Milburn
Roch, Walter Francis
Rogers, Charles William
Rowland, Arthur Austin
Sayers, Samuel Henry
Scott, John Bowey
Shaw, Harold Wyberg

Smith, Cecil Clement Newson	Ward Richard (Preston)
Smith, Thomas	Wardropper, Henry Wallis
Smithett, Albert Latreille	Warwick, Frank Stanley
Stewart, Charles Baron	White, Ronald Jennings
Tinker, John Newton	Williams, John
Turner, Montagu Trevor	Wilson, Alan Campbell
Twigg, Henry Martin	Wilson, Charles Joseph Clayton
Underwood, Charles Guy	Woodhouse, Arthur Harold Fletcher
Veasey, Arthur Charles Thomas	Woosey, Thomas Holmes
Walker, Edward Lewis Haveland	Yates, Edwin
Ward, Richard (Leeds)	

LEGAL NEWS.

OBITUARY.

The death is announced, on the 27th inst., of Mr. WILLIAM STURT, of 14, Ironmonger-lane, E.C., solicitor, in his 67th year. Mr. Sturt was admitted in 1865, and was a greatly esteemed member of the profession.

APPOINTMENTS.

Mr. EDMUND TREVOR LLOYD WILLIAMS, solicitor, of the firm of Newman, Paynter, Gould, & Williams, 1, Clement's-inn, has been elected a Director of the Law Fire Insurance Society, in the place of Mr. George Ernest Steward, deceased.

Mr. HENRY CHARLES RICHARDS, Q.C., M.P., has been elected a bencher of the Honourable Society of Gray's Inn.

CHANGES IN PARTNERSHIPS, &c.

DISSOLUTION.

HUGH ROGERS HARTLEY and SEGAR RICHARD BASTARD, solicitors (Rogers Hartley, & Bastard), 56, Cannon-street, London. July 16.

[*Gazette*, July 22.

GENERAL.

The Evidence in Criminal Cases Bill was read a third time in the House of Commons on Tuesday.

The Companies Act, 1867, Amendment (No. 2) Bill passed through Committee in the House of Lords on Monday without amendment.

Case and Comment, an American legal journal, says that in a recent case the plaintiff was asked by his attorney this question: "Mr. B——, was your daughter Mary born in lawful wedlock?" "No, sir," he replied; "she was born in the State of Indiana."

Case and Comment says that a unique *formula* for swearing to an affidavit, adopted by a well-known attorney of Western New York, whose characteristic nasal solemnity made it effective, was this: "I swear that this affidavit is as true as affidavits usually be."

On Monday last the Royal Assent was given to the following, among other public Acts: Societies Borrowing Powers Acts, Merchant Shipping (Liability of Shipowners) Act, Post Office Amendment Act, Poor Law Unions Association Act, Solicitors (Ireland) Act, Union of Benefices Act, Canals Protection (London) Act, Pharmacy Acts Amendment Act, Greenwich Hospital Act.

A judge at the little town of Waidkirch, says the *Albany Law Journal*, made a funny mistake recently, and the incident resulted in his retirement. One morning he came to court some ten minutes before his time. Entering the room in which the jurymen usually await the judge, he called upon one of the individuals in the room, and told him to take the oath. "But I should like, first of all, to say that I——" began the man. "First of all, you will please be silent, sir, and then you will take the oath. Do you understand?" The judge's tone was impressive, his mien severe, and the individual addressed, seeing that there was nothing for it, resigned himself to the inevitable and took the oath. The next man was told by the judge to take the book and swear. Wishing to get a word before it was too late, the distressed citizen said: "You must not ask me to swear, judge, because I am convinced that——" "Ah, I see," replied his honour, tauntingly, persuaded that he was dealing with an atheist in disguise. "Well, I'll teach you, sir, to throw doubts on the sanctity of the oath. Here, take this book. Now, repeat the words at once, or else——" And the ceremony over, the judge opened the door and sent the men into court, saying that he would follow them shortly. At that moment a policeman entered the apartment, and finding no one there but the judge, exclaimed: "Why, great heavens; two of the prisoners have escaped!" A search was made, but to no purpose. While the judge was conferring with counsel as to the proper course to take, one of the men just sworn entered and said: "Your honour, I am perhaps the person they are searching for." "No, sir, you are not. You are a juryman, and we are seeking for the prisoner." "I am one of the prisoners, your honour." "You? But—but did you not take the oath to try the case fairly?" "I did, sir, but that was because you forced me to do it, and would not let me explain. The other man is a prisoner also."

At the Manchester Assizes, on the 26th inst., before Mr. Justice Bruce and a jury, says the *Times*, the action of *Sley* v. *Tillotson & Son* was heard. It was an action to recover damages for a libel, and an important question of procedure was raised. The jury gave a verdict for £35, and judgment was given accordingly; but Mr. Russell asked the learned judge to deprive the plaintiff of his costs, as the defendants had paid into court with their plea of apology the sum of £50, and the plaintiff could have taken such sum out in satisfaction of his claim. During the hearing of the case Mr. Russell admitted that the apology was insufficient, and Mr. Bradbury, for the plaintiff, now contended that he could not be deprived of his costs, as he never had an opportunity of taking the £50 without accepting the apology. His lordship took time to consider, and subsequently decided the point in favour of the plaintiff. He referred to Lord Campbell's Act, 1843 (6 & 7 Vict. c. 96), and to 8 & 9 Vict. c. 75, s. 2, which enacted that it should not be competent to a defendant, whether in England or Ireland, to file any such plea as is allowed by the Act of 1843 without making a payment into court by way of amends "as provided by the said Act." In 1879 an Act called the Civil Procedure Acts Repeal Act, 1879, repealed the last-mentioned words in the last-mentioned Act, "as provided by the said Act," and the same Act of 1879 repealed so much of the first-mentioned Act (1843) as related to the payment of money into court. The defence allowed by the 2nd section of the 1843 Act, continued his lordship, cannot be filed without at the same time making a payment into court by way of amends, but there is no existing provision of the Legislature stating whether the payment into court is to be subject to any rules or regulations. The only provisions that I know of that can be held to apply are the provisions of order 22 of the rules of the Supreme Court. But although it seems that that order may perhaps be held to apply to a case where liability is admitted and payment into court is the only defence, yet it seems to be clear on the authority of *Ozley* v. *Wilkes* (1898, 2 Q.B. 56) that when money is paid into court as part of the defence under the Libel Act, 1843, the defendants cannot avail themselves of the payment into court as being made under order 22. The defendants have raised among other defences, and as an alternative defence, a plea founded upon the provisions of the Libel Act of 1843. Pleaded in such form the payment into court afforded no defence in itself; it was only a necessary part of a special defence in the material parts of which the defendants have failed, for they offer no evidence of an apology. I do not think that I ought to allow the plea on which the defendants have failed to influence my decision on the question of costs. The plaintiff never had an opportunity of taking the money out of court without confessing a plea which contained averments which were not true. The defence must, therefore, be treated as one that has altogether failed.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Aug. 1	Mr. Godfrey	Mr. Lavie	Mr. Leach
Tuesday 2	Rolt	Pugh	Beal
Wednesday 3	Godfrey	Lavie	Leach
Thursday 4	Rolt	Pugh	Beal
Friday 5	Godfrey	Lavie	Leach
Saturday 6	Rolt	Pugh	Beal
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, Aug. 1	Mr. Ward	Mr. Farmer	Mr. Carrington
Tuesday 2	Pemberton	King	Jackson
Wednesday 3	Ward	Farmer	Carrington
Thursday 4	Pemberton	King	Jackson
Friday 5	Ward	Farmer	Carrington
Saturday 6	Pemberton	King	Jackson

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Aug. 3.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart at 2:

FREEHOLD GROUND-RENTS:

Of £400 a year, arising from "The Tottenham," Oxford-street, a fully-licensed, old-established house of recent and modern erection; lease unexpired 90 years.

Of £800 a year, arising from the modern block of premises, No. 6, Oxford-street, with commanding corner and return frontage to Tottenham-court-road; lease unexpired 90 years.

Of £786 per annum for 999 years, payable by the Institute of Chartered Accountants, arising out of the block of buildings in Moorgate-street erected for their accommodation.

Solicitors, Messrs. Goldring & Philips, London. (See advertisement, July 16, p. 3.)

Aug. 4.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSIONS:

To the Magdalen Islands, Gulf of St. Lawrence, Province of Quebec; being 50 miles in length and 14 miles wide; gentleman aged 61. Solicitor, H. Dolling Smith, Esq., London.

To One-half of £33,170 in Railway Debenture Stock; two ladies aged 59 and 57, with contingencies. Solicitors, Messrs. Adams & Adams, London.

To One-fifth of a Trust Fund value £7,289; lady aged 71. Solicitors, Messrs. Crosse & Sons, London.

To One-sixth of a Trust Estate, value £10,225, in Railway and Gas Stock; lady aged 64. Solicitors, Messrs. Shoubridge & May, London.

To £5,040 in Railway Stock; lady aged 52. Solicitor, Arthur Tabor, Esq., London.
To One-eighth of £2,799 India Three per Cent. Stock; lady aged 71. Also to One-eighth of £3,665 in Consols and Mortgage; ladies aged 20 and 16 (see special conditions). Solicitors, Messrs. Mear & Fowler, London.
To £450 on Mortgage of Freeholds; lady aged 56 and gentleman aged 43. Solicitors, Messrs. Chapronière & Co., London.

POLICIES:
For £1,000, £500, £200, £200. Solicitors, W. H. Matthews, Esq., and T. Rouse Watson, Esq., both of London.

SHARES:
In Hewett & Co and Bassett Mines.
(See advertisements, this week, back page.)

Aug. 4.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2, a Freehold Ground-rent of £84 per annum, at Stepney Green, secured upon important fully-licensed Corner Premises, also Two Freehold Shops and Dwelling-houses, producing £68 per annum. Solicitor, George Kirk, Esq., London. (See advertisement, July 23, p. 4.)

RESULT OF SALE.

Messrs. C. C. & T. Moore sold at the Mart on Thursday last a Freehold House in Cambridge-road, Mile-end, let at £30, for £610, and Two Leaseholds in Grafton-street, Mile-end, for £375. The day's sale realized £5,700.

WINDING UP NOTICES.

London Gazette—Friday, July 22.

JOINT STOCK COMPANIES.

Limited in Chancery.

Almada and Tirito Co, Limited (in Liquidation)—Creditors are required, on or before Sept 30, to send their names and addresses, and particulars of their debts or claims, to William Frederick Garland, 6, Queen st place. Blyth & Co, Gresham House, solors for liquidator

Colonial Railway and General Investment Trust, Limited—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edward Maidlow Davis, 1 and 2, Gt Winchester st

Cragside Steamship Co, Limited—Creditors are required, on or before Aug 31, to send in particulars of such claims to G. M. Allan, 4, St Mary axe

F. W. Booth & Co, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Booth and Tunnicliffe, Platfold Mill, Leigh, near Manchester. Peace & Ellis, Wigan, solors to liquidators

Gascoyne (Murchison) Gold Fields Exploring Co, Limited—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edward Maidlow Davis, 1 and 2, Gt Winchester st

Hannan's Reward Gold Mining Co, Limited—Creditors are required, on or before Aug. 29, to send their names and addresses, and the particulars of their debts or claims, to Frederick Peel Baxter, 118, Bishopsgate st Within. Dixon & Co, Savoy mansions, solors for liquidator

Mechanical Traction Syndicate, Limited—Creditors are required, on or before Aug 23, to send in their names and addresses, and the particulars of their debts or claims, to Vibert Collinson, 6, East India avenue. Perks, Clement's lane, solor

Merchants' Alliance, Limited—Creditors are required, on or before Aug 11, to send their names and addresses, and the particulars of their debts or claims, to H H Montague Smith, 28, Victoria st, S.W.

Southern Concessions Syndicate, Limited (in Liquidation)—Creditors are required, on or before Sept 26, to send their names and addresses, and the particulars of their debts or claims, to Messrs Walter Cecil Stronge and Frederick William Wicks, 317, Winchester House, Old Broad st Minchin & Co, Laurence Pountney lane, solors for the liquidators

Stories, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Cunningham, 18, Cockspur st

FRIENDLY SOCIETY DISSOLVED.

New United Friendly Brothers Birmingham Benefit Society, Queen Victoria, Exmouth st, Commercial rd, E July 13

London Gazette.—Tuesday, July 26.

JOINT STOCK COMPANIES.

Limited in Chancery.

A & G Murray, Limited—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to George W illiamson, 37, Brown st, Manchester Orford & Sons, Manchester, solors to the liquidator

Bazley Bros, Limited—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to George Williamson, 37, Brown st, Manchester Orford & Sons, Manchester, solors to the liquidator

Burnham Syndicate, Limited—Creditors are required, on or before Aug 29, to send their names and addresses, and the particulars of their debts or claims, to Richard Rabbidge, 32 Poultry

Carmont's Noiseless Shielded Rubber Tyre Co, Limited—Petn for winding up, presented July 23, directed to be heard on Wednesday, Aug 3. Edwards & Cohen, Coleman st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 2

Cox Thermo Electric Co, Limited—Petn for winding up, presented July 22, directed to be heard Aug 3. Gerard Paxon, Donington House, Norfolk st, Strand, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 2

General Railway Syndicate, Limited—Petn for winding up, presented July 22, directed to be heard Aug 3. Hays & Co, 31, Abchurch ln, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock on Aug 2

Golden Cliffs, Limited—Creditors are required, on or before Sept 15, to send their names and addresses, and particulars of their debts or claims, to E. G. Wills, Blomfield House, London-wall. Ingle Holmes & Sons, solors for the liquidator

Heavy Woollen District Rag and General Disinfector Co, Limited—Creditors are required, on or before Sept. 1, to send their names and addresses, and particulars of their debts or claims, to Mr. Walter Fenton, Carlinghow, Batley. Brearley, Batley, solor to the liquidator

Lilly & Lilly, Limited—By an order of Wright, J., July 8., it was ordered that the petn be dismissed and that no costs be allowed to the petnrs. Nowell, 27, Chancery ln, solor for liquidator

London Provincial Electrical Co, Limited—Petn for winding up presented July 20, directed to be heard Aug 3. Paddison & Co, Suffolk House, Laurence Pountney-hill, solors for petners. Notice of appearing must reach the above named not later 6 o'clock in the afternoon of Aug 2

Reddish Spinning Co, Limited—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to George Williamson, 37, Brown st, Manchester. Orford & Sons, Manchester, solors to liquidator

Samuel Sidebottom, Limited—Creditors are required, on or before Tuesday, Sept 6, to send their names and addresses, and the particulars of their debts or claims, to Thomas Street, 90, King st, Oldham. Ascroft & Maw, Oldham, solors for liquidator

Thomas Houldsworth & Co, Limited—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to George Williamson, 37, Brown st, Manchester. Orford & Sons, Manchester, solors for the liquidator

Turpin's Parquet Floor Joinery and Woodcarving Co, Limited (In Liquidation)—Creditors are required, on or before Sept 5, to send their names and addresses, and particulars of their debts or claims, to Marie Firmin Charles Turpin and Frank Powell, 22, Queen's rd, Bayswater

West Australian Market Trust, Limited—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to George Wreford, 6, Dowgate-hill

Wigan Cricket Ground Co, Limited—Creditors are required, on or before Saturday, July 30, to send their names and addresses, and the particulars of their debts or claims, to Henry Wall, Wigan. Rowbottom & Milligan, Wigan, solors for the liquidator

FRIENDLY SOCIETIES DISSOLVED.

Court Forest Oak, Ancient Order of Foresters, 8, Police st, Gt Harwood, Lancs July 20

Hampton Liberal and Radical Club, Station rd, Hampton, Middlesex July 20

New Derby Tontine Society, Bootle, Liverpool July 20

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Tuesday, July 12.

Garrett, Oliver John, Dinard, France, Doctor of Medicine Aug 20 Sturley v Garrett, Stirling, J. Fitch, Bedford row

London Gazette.—Tuesday, July 19.

Bevan, Frederick William, Duke st, Grosvenor sq, Licensed Victualler Aug 20 Bevan v Bevan, North, J Bell, King st, Covent Garden

Brewster, Rev John, Gresham, Durham Sept 30 Singleton v Purday, Kekewich, J Booty, Raymond bldgs, Gray's inn

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, July 5.

Ainsworth, Jesse, Witherslack, Westmoreland Aug 6 Eastham & Holme, Clitheroe
Armstrong, George, Belgrave, Leicester Aug 6 Stevenson & Son, Leicester
Barnett, Emma, Kingston upon Hull July 31 Atkinson, Bradford
Bleackley, Edward Overall, Brighton Sept 1 Nye & Treacher, Brighton
Brocklebank, Edward Marshall, Blackpool Aug 6 Cobbett & Co, Manchester
Butler, Thomas George, Notting hill, Cab Proprietor July 16 Pheasant, Duke st, Adelphi
Clarke, Mary Ann, and Sarah Clarke, Sheffield Aug 8 J E Wing, Sheffield
Conway, Martha, Clapham rd Aug 2 Mackrell & Ward, Walbrook
Cosens, The Rev Edward Arthur, Falmouth July 30 H N Rogers, Falmouth
Cross, George, Clifton, Bristol Aug 16 Wansbrough & Co, Bristol
Davies, Richard, St Anne's on the Sea, nr Lytham July 20 Molesworth, Rochdale
Dewsnap, John, Hadfield, Derby Aug 5 Knowles, Glossop
Dodson, Alexander, Haverstock hill Sept 29 Taylor & Taylor, New Broad st
Eastaff, William Henry, Bedford July 29 Whyley, Bedford
Foster, Eli Titterington, Denholme, nr Bradford Aug 20 Weatherhead & Knowles, Bradford
Gough, George, Erdington, Warwick Aug 6 Cottrell & Son, Birmingham
Hames, Joseph, Leicester Aug 27 Berridge & Sons, Leicester
Hanham, Frederick William, St Heliers, Jersey Aug 4 Press & Co, Bristol
Horrocks, William, Elton Bury, Lancs July 30 Crompton, Bury
Huddart, George, Addingham, Cumberland Aug 13 Cant & Fairer, Penrith
Hudswell, Edwin, Leeds Aug 1 Snowdon & Co, Leeds
Hutchinson, Alice, Royston, Herts Aug 1 Shaen & Co, Bedford row
Lovibond, Archibald Edmund Impey, Bournemouth July 30 Brooks & Co, Godliman st, Doctors' Commons
Mansfield, James, Ealing Aug 5 Smith & Sons, Aldersgate st
Mason, Anne, Shirley, Southampton Aug 8 Alfred Grundy & Son, Manchester
Middleton, Ann, Yardley, Worcester July 30 Gatis, Wolverhampton
Miller, Thomas, Waterbeach, Cambridge, Coal Merchant Aug 31 Gian & Matthew, Cambridge
Morgan, Christopher Hird, South Kensington, Barrister Aug 10 Lloyd Davies, Essex st, Strand
Pankhurst, Frederick Thomas, Borough Green, Kent, Farmer Aug 30 Emanuel & Co, Walbrook
Pitts, Harriet, Notting Hill July 30 Rose & Johnson, Delahay st, Westminster
Player, Benjamin, Lympsham, Somerset, Draper Aug 9 Gwynn & Masters, Bristol
Rooke, John, Gower st Aug 4 Johnsons & Co, New sq, Lincoln's inn
Salter, Ann, Notting Hill Aug 1 Wittey & Denton, Colchester
Searle, Thomas, Torquay, Hairdresser Sept 1 Windeatt & Windeatt, Totnes
Silverton, William, Dalston, Jobmaster Sept 1 Slater, Finsbury pavt
Smith, Abel, Woodhall park, Herts, MP July 30 Freshfield & Williams, Old Jewry
Smith, Thomas, Handsworth Aug 13 Lane & Co, Birmingham
Style, George Gracious, Yeovil July 22 Trevor-Davies, Yeovil, Somerset
Tucker, James Perrett, Shurton Stogursey, Somerset, Yeoman Aug 1 Lovibond, Bridgwater
Turner, Mary Harriet, East Dulwich July 21 Sandom & Co, Gracechurch st
Wintle, Charles Frederick, Stockwell July 31 Wintle, St James's sq

London Gazette.—Friday, July 8.

Ashdown, Perronett George, Wallington, Surrey Aug 8 Henry Liggins, Ealing
Butt, Mrs Geraldine May, Gloucester st, Belgrave rd Aug 2 Bolton & Co, Temple gdns
Capron, Frederick Lucas, Warwick sq, South Belgravia Sept 30 Capron & Co, Savile pl, Conduit st
Carter, James, Halifax Aug 15 Farrar, Halifax
Clegg, Charles, Rochdale, Flannel Manufacturer Aug 10 Molesworth, Rochdale
Collier, Ann, Kingston upon Hull Aug 22 England & Co, Hull
Collier, John, Kingston upon Hull Aug 22 England & Co, Hull
Cruikshank, Easy, Cornbrook, Manchester Aug 4 Rob Thompson, Kendal
Day, Charlotte, Clapham Aug 10 Cubison, King st, Cheapside
Dove, Ann, Tulse Hill Nov 20 R J Witty, Old Jewry chmbrs
Dowman, Robert, Handforth, Chester Sept 29 Withington & Co, Manchester
Etherington, Maria, Lancaster st, Hyde Park Aug 6 Scott Fox, St. Mary's sq, Paddington
Hamel, Etienne Bruno, Tamworth, Manufacturer Sept 1 Ryland & Co, Birmingham
Harrison, Isabella, Clifton, York Aug 12 A & J E Fletcher, Northwich
Helliwell, John, Halifax Aug 15 Farrar, Halifax
Henderson, William, Gateshead, Licensed Victuallers' Stocktaker Aug 6 Septimus Ward, Newcastle upon Tyne
Hicks, Elizabeth, Swansea Aug 7 Andrew & Thompson, Swansea
Hind, Charles, Dartmouth Park hill, Merchant Aug 6 Astley Roberts, Circus place
Holland, Margaret Ann, Stalybridge Aug 13 Barber, Ashton under Lyne
Howell, Sarah Anne, South Kensington Aug 12 Woodcock & Co, Bloomsbury sq
Hubble, John, Southborough, Kent Aug 4 Buss, Tunbridge Wells
Johnson, William Norfolk, Horbury, York Aug 6 Tyas & Son, Barnsley
Lyle, Sarah, Clevedon, Somerset Aug 31 Day, Bristol
Mellor, Charles Alfred, Huddersfield, Commercial Traveller July 30 Armitage & Co, Huddersfield
Newton, James Thomas, Manchester, Tanner Aug 31 Partington & Allen, Manchester
Newton, Lancelot, Newcastle upon Tyne, Millwright July 26 Shortt & Co, Newcastle upon Tyne
Ryley, John Sheffield Gilbert, Bleadon, Somerset Aug 9 Phillips & Boyle, Old Broad st
Sewell, William Henry, Yaxley, Suffolk Aug 1 Lawton & Co, Ipswich
Tankard, William Samuel, Brighton Aug 31 Stevens & Co, Brighton

THOMPSON, WILLIAM, Slough, Bucks Aug 17 Barrett, Slough
TOMPSETT, FRANCES, Ewhurst, Sussex Aug 6 J Buckwell, Brighton
WILKINS, ANNA MARIA, Stratford Aug 5 Hillearys, Fenchurch bldgs
WISHER, HARRIET, Derby Aug 31 Smith & Bostock, Derby
WOOLF, SARAH, Princes sq, St Georges East July 31 Romain, Bishopsgate Without
WORMALD, PERCIVAL HENRY, King's Bench walk, Barrister Aug 8 Leighton & Savory, Clement's inn, Strand

London Gazette.—TUESDAY, July 12.

ALLEN, WILLIAM, Manchester Aug 20 Todd, Manchester
AMBLER, MARGARETTA, Clifton pl, Hyde park, Domestic Servant Aug 12 Robbins & Co, Strand
ANDREWS, RICHARD, Eastbourne Aug 12 Jeboult, Bond ct, Walbrook
BARNARD, WILLIAM, Epsom, Confectioner Aug 12 Miller & Co, Salters' Hall ct
BATES, GERTRUDE FRANCES, Fentiman rd July 23 Parker, Monument sq chmbrs
BOUCHER, Rev ALFRED FRANCIS, Kempsey, Worcesters Aug 13 Torr & Co, Bedford row
BRADDOCK, GEORGE, Oldham Aug 15 Clegg, Oldham
BRASH, JOHN, Upper Norwood Aug 20 Brash & Co, Queen Victoria st
BRIDGES, HENRIETTA, St Leonards on Sea Aug 15 Walsh & Son, Oxford
BROOMHEAD, ALFRED, Southowram, nr Halifax Aug 8 Godfrey & Co, Halifax
BURDEN, JAMES, Salisbury, Wilts Aug 1 Whitehead, Salisbury
CLAYTON, JOSEPH, Bradford, Wool Salesman Aug 1 Newell, Bradford
CORNELIUS, JAMES, Kentish Town Aug 9 Herbert Saxelby & Co, Ironmonger ln
FAIRER, LANCELOT, Kirkby Stephen, Westmoreland, Draper Sept 1 Hall, West Smithfield
FAULKNER, JAMES ROSS, Ladbroke grove, Notting hill Aug 10 Phillips, Edgware rd
FORD, CHARLES, Chesterfield, Sewing Machine Dealer Aug 6 Jones & Middleton, Chesterfield
HART, LEWIS, Hutchison st, Aldgate, Butcher Aug 31 Vandamm & Terry, Bishopsgate st Without
HETHERINGTON, NICHOLAS CUMMINGS, Hotwells, Bristol Aug 16 Pomeroy, Bristol
HODGKINSON, GEORGE, Surbiton, Surrey, Tile Fixer Sept 1 Nutt, Camberwell New rd
HUNTER, WILLIAM JOHN, Chatham Aug 20 Mann, Chatham
HUTCHINSON, ALICE, Royston, Herts Aug 1 Shaen & Co, Bedford row
LEADER, SOPHIA, Putney Aug 12 Smith & Hudson, Mincing lane
LINAKER, JOHN, Crossens, nr Southport Aug 12 Pennington & Higson, Liverpool
NEEDHAM, JOSEPH, Sheffield, Cutlery Manufacturer Aug 31 Rodgers & Co, Sheffield
OLIVER, SARAH, Leeds Aug 1 Parkin & Co, Doncaster
PEARCE, WILLIAM, Treherbert, Glam, Licensed Victualler Aug 10 Walton & Co, Pontypridd
RICHARDS, STEPHEN, Richmond Aug 8 H Tyrrell & Son, Raymond bldgs
SAYER, ELIZABETH, Rushden, Northampton Aug 11 Simpson & Mason, Higham Ferrers
SMART, MARGARET ROSE, Burnham, Somerset Aug 15 Linton & Co, Cardiff
SMITH, ARTHUR, Bognor Sept 29 Staffurth & Staffurth, Bognor
SPALDING, WARNER REEVE, Bryanston st, Portman sq Aug 15 Milward & Co, Mowbray House, Norfolk st, Strand
SPEARING, ROBERT JAMES, Kingston on Thames Aug 13 Durham & Co, Arundel st
SWETENHAM, EDMUND, Dehra Doon, North West Provinces, British India Aug 11 Maddisons, King's Arms yard
TEGG, MARY, Bucklebury, Berks Aug 20 Brash & Co, Queen Victoria st
TOOTH ADELAIDE, Hammersmith Aug 16 Arnold & Henry White, Great Marlborough st
TUSHINGHAM, CHARLOTTE ANN, Chester, Carter Aug 1 E Brassey, Chester
VICK, WILLIAM, Roehampton st, Westminster Aug 8 Yeilding & Co, Vincent sq, Westminster
WASLIN, ROBERT, Bishop Burton, York, Labourer Aug 15 Rollit & Sons, Hull
WHEATLEY, EDWARD, Tonbridge, Builder Aug 9 Palmer & Co, Tonbridge

London Gazette.—FRIDAY, July 15.

AUTHER, CHARLES FRANCIS, Worcester Aug 15 Hyde, Worcester
BARKER, JOSEPH, St Helens, Lancs, Butcher Aug 31 Webster, St Helens
BASS, HAMAR ALFRED, Rolleston, Staffs Aug 31 Hollams & Co, Mincing ln
BIGNELL, EMILY, Piccadilly Aug 5 Tyrrell & Son, Raymond bldgs
BINNS, JAMES, Bradford Aug 1 Wade & Co, Bradford
BLAKELOCK the Rev CLEMENT OGLE, Diss, Norfolk Aug 8 Champion, Ironmonger ln
BRADDEN, MARY, Sandy, Bedford Aug 27 E T Leeds Smith, Sandy
BUTLER, JAMES, Nottingham Aug 12 Hazzledine, Nottingham
CLAYTON, HELEN FRANCES, Edgbaston July 9 Balden & Son, Birmingham
COTTON, ELIZABETH HILLIER, Ryde, I of W Aug 20 Hubert Lush, Ryde
CROOT, HENRY, Kingswood, Bristol, Boot Manufacturer Aug 31 T D Sibly, Bristol
DAVIS, JOHN, Hampstead rd Sep 1 Chas S Gover & Co, Queen st
EDWARDS, EMILY, Bath Aug 24 Stone & Co, Bath
FISCHER, KARL, Trier (Treves), Germany, Merchant Aug 26 Rehders & Higgs, Mincing ln
GRAY, WALTER FORSTER CAMPLIN, Totnes, Devon Aug 31 Walker & Co, Theobald's rd, Gray's inn
GREEN, THOMAS, Newcastle upon Tyne, Metal Merchant Aug 15 Mather & Dickinson, Newcastle upon Tyne
HAMMOND, CHARLES WILLIAM, Ipswich, Doctor Aug 22 Notcutt & Son, Ipswich
HOLT, THOMAS, Astley, Lancs, Boat Builder Aug 2 Dootson, Leigh
HUBBARD, WALTER, Hastings, Accountant Aug 5 Thorneycroft & Willis, Chancery ln
JEANES, GEORGE WILLIAM, Martock, Somerset Sept 7 Poole, South Petherton
JONES, EDWARD ALBERT, Southport, Picture Packer Aug 15 Worden & Ashington, Southport
KENDERDINE, Mrs ELIZA DOROTHEA, Old Trafford, nr Manchester Aug 23 Page, Manchester
KNOWLES, EMMA ANN, Chesterfield Aug 18 Jones & Middleton, Chesterfield
KYNASTON, CATHERINE MARY, Belgium Aug 31 Hewlett, Essex st, Strand
MITCHELL, WALTER, Sheffield, Surgeon Aug 1 Smith & Co, Sheffield
MONTRESOR, ADA AUGUSTA, Bedford Aug 12 Peacock & Goddard, South sq
NEEDHAM, FRITH, New inn Aug 14 Tyer, New inn
NEVITT, GEORGE, Rugeley, Staffs, Estate Agent Aug 8 Gardner & Sons, Rugeley
PENMAN, JOHN HUGH, Marple, Chester Aug 23 Page, Manchester
POWELL, WILLIAM, Brewood, Staffs, Grocer Aug 13 Phillips, Shifnal, Salop
ROOK, JOHN, Egremont, Cumberland, Farmer Aug 18 Thompson, Whitehaven
RUSHTON, ANNE MELLING, Chelsea Aug 20 Woosnam & Smith, Chancery ln
SELWYN, JOHN RICHARDSON, Cambridge Aug 26 Pennington & Son, Lincoln's inn fields
STEVENS, OLIVIA SARAH, Broadchalke, Wilts Aug 15 Whitehead, Salisbury
SWEET, JOSEPH, Bristol, Biscuit Baker Sept 1 J King, Bristol
TAYLOR, THOMAS, Walton, Liverpool Sept 9 Toulmin & Co, Liverpool
TOOTH, ADELAIDE, Hammersmith Aug 16 Arnold & Henry White, Gt Marlborough st
TURNER, MARTHA, Wimbledon Aug 13 Gibson & Co, Portugal st bldgs, Lincoln's inn fields
WHITE, JAMES FREDERICK, Leeds Aug 31 A D Smith, Wakefield
WIGLEY, GEORGE, Burslem, Stafford, Clay Merchant Aug 20 Cooper & Co, Newcastle

London Gazette.—TUESDAY, July 19.

ADAM, MARY CHARLOTTE, Liverpool Aug 31 Hill & Co, Liverpool
AKERS, GEORGE EDWARD, Lenham, Kent, Lieut, RN Aug 10 Eastwood & Co, Lincoln's inn fields
BAKER, JOSEPH, Blackheath Aug 20 Hooper & Fairbairn, Dudley
BEDWORH, WILLIAM, Tipton, Staffs, Provision Merchant Aug 20 Hooper & Fairbairn, Dudley
BENTLEY, DANIEL, Altham, Lancs, Farmer Aug 26 Butcher & Barlow, Bury
BINDLEY, CECIL ALEXANDER, Brighouse, York, Surgeon Sept 1 Barber & Oliver, Brighouse
BLINKHORN, WILLIAM, St Helen's, Lancs, Glass Manufacturer Aug 25 Brewis & Sons, St Helen's
BODEN, EMMA MILTON, Burnage, nr Manchester Aug 22 Wilson & Co, Manchester
BRADLEY, HENRY, Preston Aug 13 Edelston & Sons, Preston
BREWER, RICHARD, Westmorland rd, Walworth rd Oct 1 Letts, Serjeants' inn, Fleet st
BURNE-JONES, Sir EDWARD COLEY, West Kensington Aug 25 Lewis & Lewis, Holborn
CHAMBERS, Colonel WILLIAM EWBANK, Duke st, St James' Sept 1 Speechly & Co, New inn
CROSSLAND, JAMES, Clockheaton, York, Stonemason Sept 1 Ibberson, Heckmondwike
DAVIES, JAMES, Tenby, Pembroke, Licensed Victualler Aug 1 Rees Stokes, Tenby
DUFFY, MARY ANN, Plymouth Aug 16 Brian, Plymouth
HEINEKEY, ELIZA, Bootle, Lancs Aug 22 Oakshott & Co, Liverpool
HENNELL, ELLEN, Cheltenham Aug 16 Paul & Kitcat, Tetbury
HOLLIDAY, THOMAS, Edgerton, Huddersfield, Chemical Manufacturer Sept 12 Mills & Co, Huddersfield
IRELAND, JOHN, Stratford Sept 10 Hillearys, Fenchurch bldgs
JONES, ANNE, Higher Tranmere, Chester Sept 15 Newman & Kent, Liverpool
KING, ELIZABETH, Southend on Sea Aug 2 Dodd & Co, Berners st
LEWIS, EDWIN, Dudley, Tailor Aug 20 Hooper & Fairbairn, Dudley
LYE, SOPHIA, West Hampstead Aug 15 R J Witty, Old Jewry chmbrs
MITCHELL, Sir HENRY, Bradford Sept 1 Gordon & Co, Bradford
PERRINS, Mrs MARY ANN PERRINS, Hyde Park pl Aug 30 Western & Sons, Essex st, Strand
PRICE, WILLIAM, Liscard, Chester, Licensed Victualler Aug 13 Thompson & Co, Birkenhead
RAISTRICK, THOMAS SAMUEL, Idle, York, Farmer Aug 20 Watson & Co, Bradford
ROBINSON, BENJAMIN, Knaresborough, York, Joiner Aug 20 Kirby & Son, Harrogate
ROSS, JAMES, Harrogate, York Sept 1 Kirby & Son, Harrogate
SHAPE, ROBERT WILLIAM, Lamesley Vicarage, Durham Aug 23 Watson & Co, Newcastle upon Tyne
SOLOMON, SAUL, Bayswater Aug 15 J & M Solomon, Finsbury pavement
STEIN, WILHELM, Whitechapel, Baker Aug 23 Whittington & Son, Bishopsgate st Without
STERICKER, THOMAS SEPTIMUS, Bromley Aug 23 Van Sandau & Co, King st, Cheapside
TRAVERS, MARCUS, Walmer, Kent Aug 19 Brown & Brown, Deal
TUCKER, RICHARD, Allington, Dorset Aug 20 Leigh, Beaminster
WADSWORTH, CHRISTOPHER, Southport Aug 30 Williams, Southport
WALTER, FRANK ALFRED, Birmingham, Tailor Aug 19 Davis, Birmingham
WINN, the Hon CHARLES CAVENDISH, Umballa, India Oct 1 Saunders, Regent st
WISE, HARRIET, Bridlington Aug 19 Bainton, Beverley
WOLFF, SIGISMUND, Hampstead, Wine Merchant Aug 16 Lewis, South sq, Gray's inn
WOOTTON, GEORGE, Wednesfield, Stafford Aug 15 Stratton & Co, Wolverhampton
YULE, JAMES, Headingley, Leeds Aug 13 Milling & Dodgson, Leeds

London Gazette.—FRIDAY, July 22.

ACLAND, Right Hon Sir THOMAS DYKE, Bart, Killerton, Devon Aug 20 Battishill Houlditch, Exeter
BIRD, JOHN, Wellington, Somerset Sept 1 J & S P Pope, Exeter
BLAKE, FREDERICK JAMES, Hampstead Sept 1 Hubert Smith, Fenchurch bldgs
BOYNTON, Rev GRIFFITH, Barmston, York Oct 19 Harland & Son, Bridlington
CALVERT, JOHN, Blackburn Aug 24 Marsden & Marsden, Blackburn
CAPRON, ELLEN JANE, Herne Hill Aug 22 A Tyler, Clement's inn, Strand
ELLIOTT, SOLOMON, Upper Clapton Aug 31 A Slater, Finsbury pavmt
FARLEY, LYDIA, Upper Norwood Sept 30 Gush & Co, Finsbury circus
GILMORE, MUNGO SMITH, Twickenham Aug 30 Bone & Heppell, Frederick's pl
GREEN, MILLICENT, Nottingham Aug 27 Eking & Wyles, Nottingham
GUCHT, GERARD VANDER, Loughton, Essex, Stock Jobber Aug 17 H V Gucht, Workop
HANDCOCK, the Hon ISABELLA LOUISA, South Kensington Aug 31 Stibbard & Co, Leadenhall st
JONES, EVAN JENKIN, Clydach Vale, Glam, Builder Aug 19 Hill-Male, Pontypridd
JONES, JOHN EDWARD, Kingston on Thames, Grocer Aug 20 Ratcliffe, Reading
KING, JOHN BRYCE, Blundell Sands, Lancs, Commission Merchant Sept 1 North & Co, Liverpool
LOVELESS, WILLIAM ALGER, Diss, Norfolk Aug 19 Lyus & Sons, Diss
LYTHGOE, ELLEN, Blackpool Aug 20 Edelston, Preston
MEAD, GEORGE, Hassocks, Sussex Aug 18 Buckwell, Brighton
MUSCROFT, EDWARD, Pontefract, York Sept 1 Ford & Warren, Leeds
NORRIS, ALBERT HENRY, Southampton, Grocer Aug 13 A F M Downie, Alton
READ, BENJAMIN, Bradford Aug 15 Stamford & Metcalfe, Bradford
SAUNDERS, FREDERICK, Liverpool, Filter Manufacturer Sept 1 North & Co, Liverpool
SHORT, ANN, North Shields Aug 27 C J R Brown, North Shields
SHORT, JOHN, North Shields Aug 27 C J R Brown, North Shields
SLATER, JOHN, South Elmsall, York, Brick Manufacturer Sept 1 Hickmot, Rotherham
SMITH, MARTHA, King Henry's rd Sept 5 Minet & Co, King William st
SMITH, WILLIAM, Eccles, Lancs, Surgeon Aug 31 Leach & Son, Manchester
STEVENS, MARTHA, Bapchild, Kent Sept 29 Frederick Johnson, Faversham
TAYLOR, PERCIVAL JAMES, Cheetham, Manchester, Commercial Traveller Aug 31 A & G W Fox, Manchester
TIPTON, WILLIAM HENRY, Brockton, nr Newport, Salop, Farmer Aug 5 Newill, Wellington
WEST, ANNA JANE JULIA, Pau, Basses Pyrenees, France Sept 7 Burgoynes & Co, Oxford st
WOLFF, SIGISMUND, Hampstead Aug 16 G E Lewis, South sq, Gray's inn
YATES, HARRIOT JANE, Leyland, Lancs Aug 13 Shuttleworth & Cummins, Preston
YOULE, SARAH ADDISON, West Kensington Aug 31 Birt & Follett, Southwark

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 22.

RECEIVING ORDERS.

ADAMS, HARRY, Birmingham, Metal Manufacturer Birmingham Pet July 18 Ord July 18
BINGHAM, RICHARD CHARLES WILLIAM, Winchester Winchester Pet July 18 Ord July 18
BLACKMAN, ARTHUR, and EDWIN SHARP, Eastbourne, Builders Eastbourne Pet July 18 Ord July 18
BOSWELL, HERBERT WALTER, Stockport, Horse Dealer Stockport Pet July 20 Ord July 20
CLARK, HENRY JAMES, Foots Cray, Kent, Carriage Builder Croydon Pet July 19 Ord July 19
CORBETT, ARTHUR JAMES, Kensington High Court Pet June 29 Ord July 19
CROSS, JOHN JOSEPH, Seacombe, Cheshire, Removal Contractor Birkenhead Pet July 18 Ord July 18
DAVIES, DAVID, Skewen, nr Neath, Publican Neath Pet June 29 Ord July 18
DE LA CHAPELLE, the Count, West Kensington, Financial Agent High Court Pet June 24 Ord July 19
DEXTER, JESSE, and WILLIAM LAIDLER, Newcastle on Tyne, Timber Merchants Newcastle on Tyne Pet July 18 Ord July 18
DOYLE, JOSEPH STANISLAUS, Sevenoaks, Farmer Tunbridge Wells Pet July 19 Ord July 19
DUNFORD, WALTER BENJAMIN, Cardiff, Hairdresser Cardiff Pet July 18 Ord July 18
EVANS, DAVID EDGAR, Llanfihangel-Rhosycorn, Grocer Carmarthen Pet July 13 Ord July 16
EVANS, DANIEL WILLIAM, Morriston, Glam, Grocer Swansea Pet July 18 Ord July 18
FAIRWEATHER, GEORGE, Diss, Norfolk, Baker's Assistant Ipswich Pet July 19 Ord July 19
FIRTH, JOE, Huddersfield, Woollen Cloth Weaver Huddersfield Pet July 18 Ord July 18
HAMMETT, WILLIAM, St Thomas the Apostle, Devon, Baker Exeter Pet July 18 Ord July 18
HAWKINS, MORRIS, Cardiff Cardiff Pet June 29 Ord July 19
HAWKYARD, WILLIAM WINN, Leeds, Woolen Merchant Leeds Pet July 20 Ord July 20

HOWARD, WALTER, Portsea, Grocer Portsmouth Pet July 18 Ord July 18

JENKINS, WILLIAM, Llangwicke, Glam, Tailor Neath Pet July 18 Ord July 18

JOHNSON, ALFRED, Willenhall, Stafford, Grocer Wolverhampton Pet June 28 Ord July 19

JONES, JOHN EDWARD, Kingswinford, Stafford Stourbridge Pet July 18 Ord July 18

LAWRENCE, CHARLES FREDERICK, and ARTHUR HALL, Harrogate, Yorks, Furniture Storers York Pet July 16 Ord July 16

LOCKWOOD, GEORGE, Wakefield, Plasterer Wakefield Pet July 20 Ord July 20

LYNAS, WALTER FRED, Selby, Yorks, Grocer York Pet July 19 Ord July 19

MARSHALL, JOSEPH, Chorlton on Medlock, Manchester Cabdriver Manchester Pet July 18 Ord July 18

NEWSTEAD, BERNARD, Walworth rd, Tailor High Court Pet July 20 Ord July 20

ONIONS, ISAAC HENRY, Loughborough, Baker Leicester Pet July 20 Ord July 20

PERRY, ALFRED WILLIAM, South Molton st, Oxford st, Japanese Fine Art Dealer High Court Pet July 18 Ord July 18

PIKE, HENRY, Southwark Park rd, Bedstead Manufacturer High Court Pet July 18 Ord July 18

ROUND, MARY, and ANNIE ROUND, Bury, Lancs, Milliners Bolton Pet July 8 Ord July 20

SMEDLEY, WALTER, Ashover, Derbys, Tailor Derby Pet July 18 Ord July 18

SPCKERNELL, RICHARD BEDWELL, Kensington, General Draper High Court Pet July 19 Ord July 19

STANLEY, ALFRED WILLIAM, Kingston upon Hull, Builder Kingston upon Hull Pet July 20 Ord July 20

STAUNTON, HENRY JOHN, Gt Malvern Worcester Pet July 18 Ord July 18

TAYLOR, FREDERICK, ERNEST TAYLOR, and JOHN TAYLOR, Leicester, Boot Manufacturers Leicester Pet July 19 Ord July 19

WHITFIELD, J & R, Leeds, Builders Leeds Pet July 5 Ord July 20

WILLIAMS, FRANK ARTHUR, Albrighton, Salop, Mechanical Engineer Wolverhampton Pet July 19 Ord July 19

Amended notice substituted for that published in the London Gazette of July 15:

KILVINGTON, HANNAH ELIZABETH, Gt Grimsby Gt Grimsby Pet July 12 Ord July 12

FIRST MEETINGS.

BULLIMORE, WILLIAM, Deeping St Nicholas, Lincoln, Farmer July 29 at 12 Law Courts, New rd, Peterborough

CLARKE, WILLIAM ARTHUR, Norwich July 29 at 4 Off Rec, 8, King st, Norwich

DAVIS, E, Balham, Builders' Merchant July 29 at 12 24, Railway app, London bridge

DEES, JOHN ARTHUR, Hartlepool, Timber Merchant July 29 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

DUNCAN, THOMAS TAYLOR, Great Yarmouth July 30 at 1 Off Rec, 8, King st, Norwich

HAMMETT, WILLIAM, St Thomas the Apostle, Devon, Baker July 29 at 10.30 Off Rec, 13, Bedford circus, Exeter

HOWARD, WALTER, Portsea, Grocer July 29 at 4 Off Rec, Cambridge Junction, High st, Portsmouth

JOHNSON, ALFRED, Willenhall, Staffs, Grocer July 29 at 12 Off Rec, Wolverhampton

LAWRENCE, CHARLES FREDERICK, and ARTHUR HALL, Harrogate, Yorks, Furniture Storers Aug 2 at 12.15 Off Rec, 28, Stonegate, York

LLEWELLYN, WILLIAM, Pentyrch, Glam, Farmer Aug 3 at 11 Off Rec, 29, Queen st, Cardiff

LYNAS, WALTER FRED, Selby, Yorks, Grocer Aug 3 at 12.15 Off Rec, 28, Stonegate, York

MACLEAY, ST CLAIR ALAN JAMES, Norfolk st, Park lane July 29 at 2.30 Bankruptcy bldgs, Carey st

MARSHALL, JOSEPH, Chorlton on Medlock, Manchester July 29 at 2.30 Off Rec, Byrom st, Manchester

NUGENT, CLAUD, Brighton, Club Manager July 29 at 11 Bankruptcy bldgs, Carey st

PELLEW, GORDON H L, Alverstoke, Hants July 29 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

PRICE, WILLIAM THOMAS EDWIN, West Malling, Kent, Miller Aug 3 at 10.30 Off Rec, 9, King st, Maidstone

RADCLIFFE, JOHN HENRY, Heckmondwike, Yorks, Confectioner July 29 at 3.30 Off Rec, Bank chmbrs, Batley

REES, HENRY, Cardiff, Plumber's Apprentice Aug 3 at 11.30 Off Rec, 29, Queen st, Cardiff

ROBERTSON, FREDERICK TIBDAL, Richmond July 29 at 11.30 24, Railway app, London Bridge

ROSE, JOHN HENRY, Loughborough, Tailor July 29 at 12.30 Off Rec, 1, Berridge st, Leicester

SCOTT, JAMES, Hartlepool, Clerk July 29 at 3 Off Rec, 25, John st, Sunderland

SENIOR, EDWARD, Norton, nr Doncaster, Butcher July 29 at 2 Off Rec, Figtree ln, Sheffield

SHIELD, WILLIAM EDWARD, Harrow rd, Grocer July 29 at 2.30 Bankruptcy bldgs, Carey st

SMEDLEY, WALTER, Ashover, Derbys, Tailor July 29 at 12 Off Rec, 40, St Mary's gt, Derby

SMITH, HALL, Middlesborough, York, Newspaper Proprietor July 29 at 11 Off Rec, 8, Albert rd, Middlesborough

STAY, WILLIAM, Portsmouth, Hants, Butcher July 29 at 12 Off Rec, Cambridge junction, High st, Portsmouth

THOMPSON, ROBERT ALBERT, Howden, York, Hatter July 29 at 11 Off Rec, Trinity House ln, Hull

WOOLAND BROTHERS, Nottingham, Smallware Dealers & c July 29 at 12 County Courthouse, St Peter's gt, Nottingham

ADJUDICATIONS.

BOSWELL, HERBERT WALTER, Stockport, Horse Dealer Stockport Pet July 20 Ord July 20

DEXTER, JESSE, and WILLIAM LAIDLER, Newcastle on Tyne, Timber Merchants Newcastle on Tyne Pet July 18 Ord July 18

DUNFORD, WALTER BENJAMIN, Cardiff, Hairdresser Cardiff Pet July 16 Ord July 18

EVANS, DAVID EDGAR, Llanfihangel, Rhosycorn, Grocer Carmarthen Pet July 16 Ord July 16

EVANS, DANIEL WILLIAM, Morriston, Glam, Grocer Swansea Pet July 18 Ord July 18

FAIRCHILD, GEORGE EDWIN, Harrington sq Lewes Pet June 14 Ord July 19

FAIRWEATHER, GEORGE, Diss, Norfolk, Baker's Assistant Ipswich Pet July 19 Ord July 19

FIRTH, JOE, Huddersfield, Woollen Cloth Weaver Huddersfield Pet July 18 Ord July 18

GOODWIN, RICHARD, South Shields, Builder Newcastle on Tyne Pet June 30 Ord July 18

HAMMETT, WILLIAM, St Thomas the Apostle, Devons, Baker Exeter Pet July 18 Ord July 18

HAWKYARD, WILLIAM WINN, Leeds, Woollen Merchant Leeds Pet July 20 Ord July 20

HOWARD, WALTER, Portsea, Grocer Portsmouth Pet July 18 Ord July 18

JENKINS, WILLIAM, Llangwicke, Glam, Tailor Neath Pet July 18 Ord July 18

JOHNSON, SAMUEL LOVICK, Eastbourne, Stationer Eastbourne Pet June 28 Ord July 18

JONES, JOHN EDWARD, Wordsley, Stafford Stourbridge Pet July 18 Ord July 18

KILMINSTER, CHARLES, Brighton, Bootmaker Brighton Pet June 10 Ord July 20

LAWRENCE, CHARLES FREDERICK, and ARTHUR HALL, Harrogate, Yorks, Furniture Storers York Pet July 16 Ord July 16

LOCKWOOD, GEORGE, Wakefield, Plasterer Wakefield Pet July 20 Ord July 20

LYNAS, WALTER FRED, Selby, Yorks, Grocer York Pet July 19 Ord July 19

MARSHALL, JOSEPH, Chorlton on Medlock, Manchester, Cabdriver Manchester Pet July 18 Ord July 18

NEWSTEAD, BERNARD, Walworth rd, Tailor High Court Pet July 20 Ord July 20

ONIONS, ISAAC HENRY, Loughborough, Baker Leicester Pet July 20 Ord July 20

PERRY, ALFRED WILLIAM, South Molton st, Oxford st, Japanese Fine Art Dealer High Court Pet July 18 Ord July 18

ST JOHN, AUBREY B L, New Lyric Club, Coventry st High Court Pet June 1 Ord July 16

SMEDLEY, WALTER, Ashover, Derbys, Tailor Derby Pet July 18 Ord July 18

STANLEY, ALFRED WILLIAM, Kingston upon Hull, Builder Kingston upon Hull Pet July 20 Ord July 20

STAUNTON, HENRY JOHN, Gt Malvern Worcester Pet July 18 Ord July 18

WILLIAMS, FRANK ARTHUR, Albrighton, Salop, Mechanical Engineer Wolverhampton Pet July 19 Ord July 20

WOOLAND, HENRY JAMES, and CHARLES EDMUND WOOLAND, Nottingham, Smallware Dealers Nottingham Pet June 22 Ord July 19

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

REGAN, WILLIAM FREDERICK, Threadneedle st, Estate Agent High Court Rec Ord Dec 2, 1896 Adjud Feb 10, 1897 Rescr & Annul July 16, 1898

London Gazette.—TUESDAY, July 26.

RECEIVING ORDERS.

ADEY, FREDERIC ALBERT, Bristol, Insurance Manager Bristol Pet July 21 Ord July 21

AGUE, SAMUEL, Leicester, Furniture Dealer Leicester Pet July 22 Ord July 22

BARRETT, JOHN, Newmarket, Upholsterer Cambridge Pet July 23 Ord July 23

BOOTH, ARTHUR, Manchester, General Draper Manchester Pet June 30 Ord July 22

CASTLE, HENRY JOHN, Margate, Watchmaker Canterbury Pet July 21 Ord July 21

CHAMBERS, RICHARD, Rhen Blas, nr Llangefni, Farmer Bangor Pet July 6 Ord July 22

CRAVEN, PETER, Leeds, Ankle Strap Manufacturer Leeds Pet July 22 Ord July 22

DARLOW, ALBERT, Sheffield, Innkeeper Sheffield Pet June 10 Ord July 21

DEAN, WILLIAM, Burnley, Cabinet Maker Burnley Pet July 6 Ord July 21

GILES, Major GEORGE E, Jermyn st High Court Pet April 1 Ord July 22

GLENDAY, JOHN CHARLES, Brighton, Schoolmaster Brighton Pet July 23 Ord July 23

GOODWIN, EDWARD, Longton, Staffs, Butcher Stoke upon Trent Pet July 21 Ord July 21

GUY, WILLIAM, Wombridge, Salop Madeley Pet July 22 Ord July 22

HARDING, FRANCIS EDWIN, Leicester, Painter Leicester Pet July 23 Ord July 23

HARTSHORNE, BERTRAM FULKE, Elm Park gdns, Barrister High Court Pet May 25 Ord July 22

HILL, EDWARD, Kirkbride, Cumberland, Clogger Carlisle Pet July 21 Ord July 21

HILL, THOMAS, Manchester, Chairmaker Manchester Pet July 21 Ord July 21

HOLMES, CHARLES HERBERT, Salford, Manager Salford Pet July 21 Ord July 21

HOOD, WILLIAM OWEN, Baneswell, Newport, Baker Newport, Mon Pet July 22 Ord July 22

JERRM, ALBERT EDWARD, Gt Grimsby Gt Grimsby Pet July 22 Ord July 22

KELLOW, ROBERT WILLIAM, Salisbury, Wilts, Builder Salisbury Pet July 21 Ord July 21

LANGRIDGE, THOMAS GEORGE, Plymouth, Licensed Victualler Plymouth Pet July 23 Ord July 23

LEAK, CHARLES, Carnarvon, Boot Dealer Bangor Pet July 4 Ord July 22

LEARMOUTH, HERBERT GEORGE, Portsmouth, Builder Portsmouth Pet July 23 Ord July 23

LEVY, SAMUEL, Bucklersbury, Merchant High Court Pet March 15 Ord April 6

MACLEOD, JAMES FOLSON, Philpot st, Commercial st, Publican High Court Pet June 14 Ord July 20

NEAVE, JAMES, Kingston on Thames, Auctioneer Kingston, Surrey Pet Jan 21 Ord July 21

PAULET, WILLIAM VICTOR, King st, St James's High Court Pet May 26 Pet July 23

PEARSON, JOHN WILLIAM, and WILLIAM ROBINSON, Wakefield, Clothiers Wakefield Pet July 21 Ord July 21

RICHMOND, SAMUEL FERTHAM, Ossett, Florist Dewsbury Pet July 23 Ord July 23

SHEARD, R A & Co, Liversedge, York, Warp Manufacturers Dewsbury Pet June 23 Ord July 23

SKAM, ARTHUR, Leytonstone, Hairdresser High Court Pet July 21 Ord July 21

SZEK, JOSEPH THEODOR, Chancery lane High Court Pet June 27 Ord July 21

VILE, WILLIAM THOMAS, Wandsworth, Builder Wandsworth Pet June 14 Ord July 21

VILLENEUVE, CHARLES, Brockley Greenwich Pet July 20 Ord July 20

WALLWORK, JOSEPH, Wigan, Picture Frame Maker Wigan Pet July 21 Ord July 21

WHITE, E, Borough rd, Beerhouse Keeper High Court Pet June 28 Ord July 21

WILLIAMS, WILLIAM, Bedruth, Cornwall, Butcher Truro Pet July 12 Ord July 23

WILSON, EMMANUEL FENWICK, Plessy, Northumberland, Dairyman Newcastle on Tyne Pet July 23 Ord July 23

FIRST MEETINGS.

ADEY, FREDERIC ALBERT, Bristol, Insurance Manager Aug 3 at 11.30 Off Rec, Baldwin st, Bristol

AICARD, P EMILE, Pwlmeyric, nr Chepstow, Coal Exporter Aug 4 at 1 Off Rec, Westgate chmbrs, Newport, Mon

BINGHAM, RICHARD CHARLES WILLIAM, Barnes Close Winchester Aug 2 at 3.30 172, High st, Southampton

BLACKMAN, ARTHUR, and EDWIN SHARP, Eastbourne Builders Aug 2 at 1.45 Coles & Sons, Seaside rd, Eastbourne

BURKE, JAMES JOSEPH, Leeds, Grocer Aug 4 at 11 Off Rec, 22, Park row, Leeds

CASTLE, HENRY JOHN, Margate, Watchmaker Aug 8 at 11.30 Off Rec, 73, Castle st, Canterbury

CLARK, WILLIAM DONALD, Holbeck, Leeds, Chemist Aug 4 at 12 Off Rec, 22, Park row, Leeds

COOK, JOSHUA, Barnard Castle, Durham, Decorative Painter Aug 10 at 3 Off Rec, 8, Albert rd, Middlesborough

CORBETT, ARTHUR JAMES, Kensington Aug 4 at 2.30 Bankruptcy bldgs, Carey st

DE LA CHAPELLE, the Count, West Kensington, Financial Agent Aug 4 at 12 Bankruptcy bldgs, Carey st

EVANS, DAVID EDGAR, Llanfihangel, Rhosycorn, Carmarthens, Grocer Aug 3 at 3 Off Rec, 4, Queen st, Carmarthen

FAIRWEATHER, GEORGE, Diss, Norfolk, Baker's Assistant Aug 2 at 3.30 Off Rec, 36, Princes st, Ipswich

GOWLAND, THOMAS, Reading, Cook Aug 4 at 1 Queen's Hotel, Reading

HOPEWELL, WILLIAM WATSON, and JAMES DRURY DALE, Nottingham, Lace Manufacturers Aug 4 at 11 County Court house, St Peters Gate, Nottingham

JENKINS, WILLIAM, Llangwicke, Glam, Tailor Aug 3 at 12 Off Rec, 31, Alexandra rd, Swansea

JOLLY, HAMILTON WILLIAM, Liverpool, Surgeon's Assistant Aug 9 at 12 Off Rec, 35, Victoria st, Liverpool

JONES, WILD, & Co, Liverpool, General merchants Aug 3 at 12 Off Rec, 35, Victoria st, Liverpool

KNAY, THOMAS, Longton, Staffs, Builder Aug 3 at 2.30 The North Stafford Hotel, Stoke upon Trent

LEVY, SAMUEL, Bucklersbury, Merchant Aug 3 at 12 Bankruptcy bldgs, Carey st

LINES, JOHN, Bridport, Dorsets, Fruit Dealer Aug 5 at 11.30 King's Arms Hotel, Dorchester

LOCKWOOD, GEORGE, Wakefield, Plasterer Aug 2 at 11 Off Rec, 6, Bond ter, Wakefield

MARCH, RICHARD, Marnhull, Dorsets, Butter Factor Aug 5 at 10.30 King's Arms Hotel, Dorchester

NEWSTEAD, BERNARD, Walworth rd, Tailor Aug 3 at 11 Bankruptcy bldgs, Carey st

PERRY, ALFRED WILLIAM, South Molton st, Oxford st, Japanese Fine Art Dealer Aug 4 at 2.30 Bankruptcy bldgs, Carey st

PRIEST, EDGAR, Smethwick, Staffs, Grocer Aug 17 at 10.45 County Court, West Bromwich

ROUND, MARY, and ANNIE ROUND, Bury, Milliners Aug 3 at 11 16, Wood st, Bolton

STAUNTON, HENRY JOHN, Gt Malvern Aug 3 at 11.30 Off Rec, 45, Copenhagen st, Worcester

STRUVE, WILLIAM PEDDIE, Darran, nr Neath, Mechanical Engineer Aug 4 at 12 Bankruptcy bldgs, Carey st Off Rec

TRIPP, ROBERT HENRY, Hexton, Hertford Aug 3 at 11.30 1a, St Paul's sq, Bedford

VIGNOLES, CHARLES AUGUSTUS, Upper George st, Bryanston sq, Stock Broker Aug 3 at 2.30 Bankruptcy bldgs, Carey st

WAIN, LOUIS, Westgate on Sea, Artist Aug 8 at 11 Off Rec, 73, Castle st, Canterbury

WALLWORK, JOSEPH, Wigan, Lancs, Picture Frame Maker Aug 4 at 11 16, Wood st, Bolton

WILLIAMSON, J, Hornsey Rise Aug 3 at 11 Bankruptcy bldgs, Carey st

YOUNG, JOHN, King's Heath, Worcesters, Fruiterer Aug 8 at 11 174, Corporation st, Birmingham

ADJUDICATIONS.

ADEY, FREDERIC ALBERT, Bristol, Insurance Manager Bristol Pet July 21 Ord July 21

AGUE, SAMUEL, Leicester, Furniture Dealer Leicester Pet July 22 Ord July 22

BARRETT, JOHN, Newmarket, Upholsterer Cambridge Pet July 23 Ord July 23

CASTLE, HENRY JOHN, Margate, Watchmaker Canterbury Pet July 21 Ord July 21

CORBETT, ARTHUR JAMES, Kensington High Court Pet June 29 Ord July 22

CRAVEN, PETER, Leeds, Ankle Strap Manufacturer Leeds Pet July 22 Ord July 23

DAVIES, DAVID, Skewen, nr Neath, Publican Neath Pet June 20 Ord July 23

GOODWIN, EDWARD, Longton, Staffs, Butcher Stoke upon Trent Pet July 21 Ord July 21

GREEN, ALFRED PHILIP, Pall Mall place High Court Pet March 25 Ord July 21

GROSSMANN, ALEXANDER JAMES, Dover, Photographer Canterbury Pet June 28 Ord July 23

HADINGHAM, JOHN WELLS, Battersea Park rd, Chemist's Assistant Wandsworth Pet July 12 Ord July 20

HARDING, FRANCIS EDWIN, Leicester, Painter Leicester Pet July 23 Ord July 23

HERMANN, HYMAN, Islington, Wine Merchant High Court Pet June 7 Ord July 21

HILL, EDWARD, Kirkbride, Cumberland, Clogger Carlisle Pet July 21 Ord July 21

HILL, THOMAS, Manchester, Furniture Dealer Manchester Pet July 21 Ord July 21

HOOD, WILLIAM OWEN, Baneswell, Newport, Baker Newport, Mon Pet July 22 Ord July 22

HULME, THOMAS, jun, Northampton, China Dealer Northampton Pet May 6 Ord July 22

JARROLD, THOMAS, Whitland, Carmarthen, Miller Pembroke Dock Pet July 12 Ord July 22

JEREM, ALBERT EDWARD, Gt Grimsby Gt Grimsby Pet July 22 Ord July 22

LANGRIDGE, THOMAS GEORGE, Plymouth, Licensed Victualler Plymouth Pet July 22 Ord July 23

LAWTON, EDGAR HARRY, Trinity sq, Merchant High Court Pet April 20 Ord July 20

NUGENT, CLAUD, Brighton, Club Manager High Court Pet June 23 Ord July 20

PEARSON, JOHN WILLIAM, and WILLIAM ROBINSON, Wakefield, Clothiers Wakefield Pet July 21 Ord July 21

PRICE, WILLIAM THOMAS EDWIN, West Malling, Kent, Miller Maidstone Pet July 16 Ord July 21

RADCLIFFE, JOHN HENRY, Heckmondwike, Yorks, Confectioner Dewsbury Pet June 16 Ord July 21

REAKES, FRANK, Evercreech, Somersets, Farmer Wells Pet June 21 Ord July 22

REES, HENRY, Cardiff, Plumber's Apprentice Cardiff Pet July 2 Ord July 21

RICHMOND, SAMUEL FENTIMAN, Ossett, Florist Dewsbury Pet July 23 Ord July 23

ROBERTS, ARTHUR LINES, Borough rd High Court Pet April 26 Ord July 22

ROUND, MARY, and ANNIE ROUND, Bury, Lancs, Milliners Bolton Pet July 6 Ord July 22

SKAM, ARTHUR, Leytonstone, Hairdresser High Court Pet July 21 Ord July 21

SPICKERNELL, RICHARD BEDWELL, Kensington, General Draper High Court Pet July 19 Ord July 22

WALLWORK, JOSEPH, Wigan, Picture Frame Maker Wigan Pet July 21 Ord July 21

WAUTER, PETER FRANZ HENRY, Brixton, Wine Merchant High Court Pet April 20 Ord July 22

WHITE, JOSEPH SAMUEL, Liverpool Liverpool Pet June 8 Ord July 21

WILLIAMSON, CHARLES NORRIS, Walton on Thames, Journalist Kingston, Surrey Pet July 16 Ord July 23

WILSON, EMMANUEL FENWICK, Tynemouth, Dairyman Newcastle on Tyne Pet July 23 Ord July 23

ADJUDICATION ANNULLED.

HUTTON, ROBERT, Wall-on-Tyne, Northumberland, Clerk in Holy Orders Newcastle on Tyne Adjud Oct 13, 1892 Annul July 21, 1898

DRUGS WON'T DO.

FREE TRIAL OF SOMETHING THAT WILL DO.

You would be perfectly astonished if you were made aware of the many thousands of pounds absolutely thrown away from year to year upon so-called curatives that are foisted upon a public only too willing to believe the specious arguments laid before them.

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